Selection of Developers for Setting up of 600 MW ISTS-connected Wind-Solar Hybrid Power Projects in India through Tariff-Based Competitive Bidding
RfS No. ED(PM)/2025-26 /432 dated 26.11.2025; Tender Search Code on ISN-ETS: CESC-2025-TN000002

CESC Limited
CESC House, Chowringhee Square Kolkata – 700001

Clarifications-1 to Bidder's Queries **Dated: 17.01.2026**

Sr. No	Document	Existing Clause	Proposed Modifications/ Clarification Required	Rationale/Remarks	Reply of CESC Ltd.
1.	Rfs	5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum quantum of Contracted Capacity of 50 MW and a maximum quantum of 300 MW, in the prescribed formats. The Contracted Capacity shall be quoted in multiples of 50 MW only. The Contracted Capacity shall be quoted in integral values only.	Bid Capacity shall be in multiple of 10MW instead of 50MW		Existing provision shall prevail
2.	Rfs	9.7 Commencement of Supply schedule and Penalty for Delay in Commencement of Supply (i) The Scheduled Commencement of Supply Date ("SCSD") for supplying power from the full Project capacity shall be the date as on 20 months from the Effective Date of the PPA (for e.g., if Effective Date of the PPA is 07.11.2025 then SCSD shall be 07.07.2027).	Looking to RfS Requirement- Wind-to-Solar ratio of ≥ 2:1, hence we looking for increase SCSD timelines upto 24 months. Commencement of Supply schedule and Penalty for Delay in Commencement of Supply (i) The Scheduled Commencement of Supply Date ("SCSD") for supplying power from the full Project capacity shall be the date as on ~~20~~ 24 months from the Effective Date of		Existing provision shall prevail

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			the PPA (for e.g., if Effective Date of the PPA is 07.11.2025 then SCSD shall be 07.07.2027).		
3.	Rfs	3.27 Financial Closure or Project Financing Arrangements - (20.1) The Projects shall achieve Financial Closure by the date as on 6 months prior to the SCSD/extended SCSD. (For e.g. if SCSD of the Project is 25.11.2027, then scheduled Financial Closure date shall be 25.05.2027).	The Projects shall achieve Financial Closure by the date as on 6 months prior to the SCSD / extended SCSD. Requesting you to introduce clause benefitting to Developers i.e. "Any delay in adoption of tariff by the Appropriate Commission, beyond 60 (sixty) days of submission, shall entail a corresponding extension in financial closure."		Please refer to the following provisions of the PPA: ***<u>Clause 3.4: Achievement of Financial Closure:</u>*** *"The HPD agrees and undertakes to duly perform and complete all of the following activities to achieve Financial Closure, at the HPD's own cost and risk, by the date as on 6 (six) months prior to the SCSD/ extended SCSD"* ***<u>Clause 2.1.5</u>***: *".....However, if the requisite Appropriate Commission's order is issued after the timeline as per Article 2.1.4, this shall entail a corresponding extension in SCSD for equal number of days for which the order has been delayed beyond such period as specified in Article 2.1.4"* Therefore, we believe that if the SCSD is extended, there will be corresponding extension in financial closure timelines.

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					Existing provisional shall prevail.
4.	Rfs	Bid Information Sheet & Clause18, Format 7.3 A & 7.3 C Bank IFSC for SFMS confirmation	Clause 18 requires SFMS confirmation to ICICI Bank. IFSC code referred in Format 7.3A EMD & Format 7.3C PBG is IFSC ICIC0000106, whereas Bid Information Sheet lists ICIC0000006. Kindly confirm the correct IFSC and receiving branch for SFMS messages, and the bank details for NEFT/RTGS for Document Fee and Bid Processing Fee.		The relevant information is already provided in Bid Information Sheet, Item Q (CESC Bank Details).
5.	Rfs	Bid Information Sheet Bid Processing Fee Amount: INR 5,00,000 (Indian Rupees Five Lakh) +18% GST for each project for project capacity Fees to be submitted through NEFT/RTGS transfer in the account of CESC	The wording '₹5,00,000 + 18% GST for each project for project capacity Fees' is ambiguous. Please clarify whether ₹5,00,000 + GST is per project (flat), per MW, or per bidder, and whether multi-project bids attract cumulative fee.		Bid processing fee has been specified for each bidder irrespective the project capacity or number of projects.
6.	Rfs	Clause 1.2 MoP has issued "Guidelines for Tariff Based Competitive Bidding Process for Procurement of Power from Grid Connected Wind Solar Hybrid Projects vide the Gazette of India Notification	MoP Guidelinesdt.21.08.2023 on Wind Solar Hybrid Projects says "These Guidelines are being issued under the provisions of		MoP Guidelines dated 21.08.2023 does not restrict specifying percentage for a particular renewable resource.

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		No. 27/03/2023-RCM, dated 21.08.2023, including subsequent amendments and clarifications thereto ("Guidelines").....This RfS document has been prepared in line with the above Guidelines issued by MOP, including subsequent amendments and clarifications, issued until the last date of bid submission of this RfS.... Clause 6.3.2 (b) Under this RfS, a Hybrid Power Project shall mean a Project comprising two 'components' - Wind and Solar Power Project, with rated power capacities in the ratio of at least 2:1 respectively, provided the Project is a Hybrid Project under the Guidelines.....	Section 63 of the Electricity Act, 2003 for long term procurement of electricity through competitive bidding process, by Procurer(s), from Hybrid Power Projects.... subject to the condition that the rated power capacity of one resource (wind or solar) shall be at least 33% of the total contracted capacity." As per MoP's Guidelines rated power capacity of one resource shall be at least 33% of the total contracted capacity, whereas the RFS mentioned that Wind & Solar power configuration has to be 2:1 respectively, freezing the 2 resource component ratio. It's understood that Wind rated capacity must be ≥ 2× Solar. Please confirm. Freezing the ratio of Wind & Solar components contradicts MoP's standard bidding guidelines flexibility to select the optimize capacity between any 2 resources i.e. wind or solar. Please confirm, if CESC has taken approval of		Existing provision shall prevail.

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			appropriate regulatory commission, in this regard? If yes, please provide supporting details.		
7.	Rfs	6.3.2 (b) Hybrid project component ratio finalization & impact of same in project tariff	If CESC wants Wind:Solar hybrid ratio in 2:1 ratio, the tariff of the Wind Solar hybrid project will be much higher than the tariff of Wind Solar hybrid project with Solar:Wind ratio in 2:1, for which multiple tenders concluded by REIAs in past 3 -4 years. Please confirm, i) will CESC procure power from such Wind heavy Hybrid project at higher tariff? and ii) will CESC get these higher tariff PPAs approved & adopted by appropriate regulatory commission(s)?		Existing provision shall prevail.
8.	Rfs	Definitions: “PROJECT CAPACITY” shall mean the rated capacity of the installed Project components, i.e. Solar PV and Wind Power components of the Project, as committed in the PPA. This shall be equal to the “installed capacity” for which connectivity is sought by the HPD under the GNA Regulations. The quantum of Installed Capacity (in MW), including that of the revised Installed Capacity, if any, shall be greater than or equal to the Contracted Capacity	Please elaborate following terms: i) Rated capacity ii) Installed project components iii) Installed capacity iv) Contracted capacity. Please explain the rationale, why the connectivity should be equal to installed capacity not the contracted capacity?		Please refer to **Definition, 41.43: “PROJECT CAPACITY”** For elaboration of the terms please refer to Annexure-A : “**TECHNICAL PARAMETER OF PV MODULE AND VARIOUS OTHER COMPONENTS FOR USE IN GRID CONNECTED SOLAR POWER PLANTS”**

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					Please refer to the Principal GNA Regulation, 2022, **4. Eligibility for Connectivity to ISTS:** **4.1.** The following entities shall be eligible as Applicants to apply for grant of Connectivity or for enhancement of the quantum of Connectivity 4.1 *(a) Generating station(s), including REGS(s), with or without ESS,* ***with an installed capacity of 50*** *MW and above individually or with an aggregate installed capacity of 50 MW and above through a Lead Generator or a Lead ESS;* Existing provision shall prevail.
9.	Rfs	9.7 Commencement of Supply schedule : The Scheduled Commencement of Supply Date ("SCSD") for supplying power from the full Project capacity shall be the date as on 20 months from the Effective Date of the PPA….	MoP Guidelinesdt.21.08.2023 on Wind Solar Hybrid Projects clearly states that: 15.2. Commencement of Supply Schedule: a. The developer/ HPG shall generally commence supply of power, within a period of: i. 24 months from the date of execution of the PPA, where the		The Rfs Clause 9.7 does not contradicts the MoP Guidelines as it clearly states that as per Clause 15.2 of SBD, *Commencement of Supply Schedule:* *a. The developer/ HPG shall generally commence supply of* ***power, within a period of****:*

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			quantum allotted to the Developer/ HPG is not more than 1,000 MW; ii. 30 months from the date of execution of the PPA, where the quantum allotted to the Developer/ HPG is more than 1,000 MW. Whereas, CESC's RFS defined SCSD clearly contradicts MoP's standard bidding guidelines criteria of SCSD timeline of 24 months for project < 1000 MW. CESC is requested to revise the SCSD timeline to 24 months, considering criticality of Wind project development.		*i. 24 months from the date of execution of the PPA, where the quantum allotted to....* CESC intends to procure RE power as on 20 months from PPA, which is within a period of maximum 24 months allowed in SBD. Existing provision shall prevail.
10.	Rfs	8.10 CUF requirements- Minimum CUF of 50% for hybrid	Please confirm assumptions underlying the minimum 50% CUF requirement for hybrid and whether Force Majeure relaxations apply to the 90% lower bound. Clarify that the one-time CUF revision within the first three years must be upward only.		Please refer to Clause of PPA 4.4 Right to Contracted Capacity & Energy 4.4.1 *The HPD will be allowed to revise the CUF of the Project once within the first 3 (three) years after SCSD.* ***The revised CUF shall be greater than the CUF initially quoted by the Bidder***. *Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA.*

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					For the first year of operation of the Project, the above limits shall be considered for the complete year after the date of commencement of power from the Project. Subsequently, the annual CUF will be calculated every year from 1st April of the year to 31st March next year. Similarly, for the last year of operation of the Project, these limits shall be considered for the complete year before the expiry of the PPA. ***The lower limit will, however, be relaxed by CESC to the extent of non-supply on account of Force Majeure*** Existing provision shall prevail.
11.	Rfs	41.9 CUF Hours Use of 8766 hours vs actual year hours	CUF formula uses 8766 hours. Please confirm whether 8766 is mandatory or actual hours (8760/8784) should be used per contract year.		As per CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2024. Clause 18. ***Calculation of capacity utilization factor and plant load factor****: The number of hours in a year for calculation of the capacity utilization factor and*

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					plant load factor, as the case may be, shall be considered ***as 8766. Therefore, as a standard 8766 hours has been considered for a year.*** Existing provision shall prevail.
12.	Rfs	Policy on ESS use & tariff treatment	Annexure-E seeks ESS details but core provisions do not define ESS usage. Is ESS permitted and how are charging/discharging, metering, round-trip losses, CUF/scheduling and tariff treatment handled?		The tender is about *Selection of Developers for Setting up of 600 MW ISTS-connected Wind-Solar Hybrid Power Projects in India through Tariff-Based Competitive Bidding.* There is no provision of ESS within the scope of this tender. Existing provision shall prevail.
13.	Rfs	Clause 14(iv),(v) Relief under Force Majeure / SCSD extension	MoD NOC & GIB compliance - Given variable timelines for MoD NOC and GIB retrofitting, can delays be treated as Force Majeure or justify SCSD extension? Please confirm evidence and relief mechanism.		Any Force Majeure Event under **Article-11 of PPA** shall have to be declared / notified by the competent state / central authority / agency (as applicable); Please refer to Clause 4.5.1 of PPA: *In the event that the HPD is prevented from performing its*

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					obligations under Article 4.1 by the SCSD due to: *i any Buyer Event of Default; or* *ii Force Majeure Events affecting / Buyer, or* *iii Force Majeure Events affecting the HPD,* ***the SCSD and the Expiry Date shall be deferred, for a reasonable period*** *but not less than 'day for day' basis, to permit the HPD or Buyer through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the HPD or CESC, or till such time such Event of Default is rectified by CESC.* Existing provision shall prevail.
14.	Rfs	34.2, 34.3 Approved lists for Wind vs Solar	Please clarify the applicable list for wind (RLMM/type-certified models) and cut-off dates. For solar, confirm ALMM List-I/II applicability on date of module invoicing and any exemptions.		Please refer to applicable notifications from Indian Governmental Authority. Existing provision shall prevail.
15.	Rfs	14(iv),(v) MoD NOC & GIB compliance	Relief under Force Majeure / SCSD extension -		Existing provision shall prevail.

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			Given variable timelines for MoD NOC and GIB retrofitting, can delays be treated as Force Majeure or justify SCSD extension? Please confirm.		
16.	Rfs	21.2–21.6 Change-of-control process and listed company exemption	Please confirm notification process/timelines for changes in control, application of exemptions for listed companies, and the facilitation fee conditions for lender-triggered substitution.		Please refer to applicable RFS and PPA provisions. Existing provision shall prevail.
17.	PPA	2.1 Effective Date & Tariff Adoption	The PPA states that obligations commence only after tariff adoption by CERC/WBERC within 60 days of petition filing. What happens if adoption is delayed beyond 60 days? Is SCSD automatically extended, and does this affect penalty timelines? Will any compensation be payable for delays in adoption beyond HPD's control?		Please refer to Clause 2.1.5 of the PPA: *However, if the requisite Appropriate Commission's order is issued after the timeline as per Article 2.1.4**, this shall entail a corresponding extension in SCSD for equal number of days for which the order has been delayed beyond such period as specified in Article 2.1.4**.* There is no provision of any payment of compensation to the HPD for delays in adoption of Tariff by Appropriate Commission.

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					Existing provisions shall prevail.
18.	New Clause		**The bidders having final grant of ISTS Connectivity with start date of the same on or before June 2028, only be allowed to participate in the tender** The SCSD for supplying power from the full project capacity is defined as 20 months from the Effective Date of the PPA. It is expected that the PPA will be signed by March 2026, and accordingly, CESC is willing to offtake power starting from November 2027 (i.e., 20 months from March 2026). In the absence of any Connectivity-related condition in the tender, bidders having a much later Connectivity start date, such as 2030 or 2031, may also participate. This would not only increase the landed tariff for CESC but would also defeat the intent of providing a 20-month timeline for execution of the project.		The following provision shall be included in Clause 7.1 of the Rfs: Under this RfS, the Bidders who already have a grant of final connectivity for Solar PV & Wind Project at the Delivery Point(s) **till 31 March 2028,** mentioned in the Covering Letter, as part of bid submission, only are allowed to participate. The Bidders are required to submit the grant of final connectivity issued by the CTU as a proof along with Format-7.1 Covering Letter as part of the bid submission. It is clarified that in case of any mismatch between the name of the Bidder and the connectivity grantee as per the final grant issued by CTU, such bid shall be summarily rejected. The revised Covering Letter Format 7.1 is enclosed as Annexure-1 in this Clarifications-1.

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			Therefore, we request CESC to include a Connectivity condition mandating that the bidder must have Connectivity in place, with the Connectivity start date being no later than June 2028.		
19.	New Clause		**Allow the surety bond as EMD and PBG** As per the amendment to the Standard Bidding Guidelines, a surety bond is a valid instrument for submission as EMD and PBG. A surety bond provides security to the beneficiary equivalent to that of a bank guarantee. Therefore, in the interest of the bidders, it is requested that bidders be permitted to submit a surety bond in lieu of EMD and PBG.		Existing provision shall prevail.
20.	PPA	Article 12.1.1 - Change in Law Change in law event is limited to 7 days prior to last date of bid submission and does not cover for any change in law after the bid submission. Change in law is limited to domestic taxes	Change in law should include and provide for any changes after bid submission, throughout the term of the PPA. Pending the same, the purpose of a change in law provision is defeated. We request deletion of the term		Please refer to Article 12.1.1 of the PPA as below: ***Article 12: Change In Law*** *12.1 Definitions* *In these rules, unless the context otherwise requires, -*

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		In case of change in law results in a benefit to HPD, the HPD is required to give a reduction in tariff, failing which the Buyer will make adjustments in monthly tariff payments on immediate basis.	"domestic" from sub-clause (ii) of Article 12.1.1. In case of benefit to the HPD on account of Change in Law, the Buyer should be required to follow the same procedure as is applicable for increase in tariff. We request deletion of provision allowing a unilateral adjustment by the Buyer in subsequent monthly bills. Any downward revision of Tariff shall only be permissible once Appropriate Commission verifies the calculations as per Article 12.2		*12.1.1 In this Article 12, the term "Change in Law" shall refer to the occurrence of any of the following events pertaining to this project only after* ***7 days prior to last date of bid submission****, including any enactment or amendment or repeal of any law, leading to corresponding changes in the cost requiring change in tariff, and includes* *(i) a change in interpretation of any law by a competent court; or* *……….* Existing provisions shall prevail.
21.	PPA	Article 4.2.6 (ISTS Transmission Charges Waiver) Penalties, fines and charges etc. imposed by CTU/STU under any statute or guidelines in relation to delay in Commissioning shall be entirely dealt by HPD. The Article provides that in case of delay in supply of power for any reason whatsoever beyond the applicable ISTS Waiver, CESC shall bear no liability.	We request clarity as to whose account shall the liability of applicable transmission charges and losses be, in case commencement of power supply from the Project gets delayed beyond the applicable date of ISTS waiver and losses due to reasons not attributable or beyond the control of the HPD, including in case of a Force		The construction schedule of the Project is entirely in control of HPD and CESC has no role to play in it. It is expected that HPD shall ensure that the construction schedule is aligned to facilitate CESC get applicable transmission charge/loss waiver as per the provisions of the PPA. CESC bears no liability for transmission charge/loss in case of the Project gets delayed beyond the

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		The provision does not provide for any linkage to where the delay is not due to HPD. What will happen if the delay is due to FM or for reasons beyond the control of the HPD. Who will bear the liability.	Majeure and Change in Law event.		applicable date of ISTS waiver as envisaged as per the provisions of the PPA. Appropriate reliefs, if any, will be available to in case of a Force Majeure Event and/or a Change in Law event HPD as per the provisions of the PPA. Existing provisions shall prevail.
22.	PPA	Article 11.3 (Force Majeure) The list of events in the Clause is a limited list.	Request making the aforesaid list as an inclusive list, where a Force Majeure Event would mean events beyond the control of an Affected Party, **including but not limited to** the events listed in Article 11.3. Alternatively, additional events to be added in the Clause to make the same more comprehensive.		Existing provisions shall prevail.
23.	PPA	Article 13 (Events of Default and Termination) The clauses pertaining to cure period and notice period for termination in case of default provides for 60 days' notice for HPD and 210 days' notice for the Buyer.	We request that the cure period be same for both parties.		Existing provisions shall prevail.
24.	Rfs	RfS Clause 35: Financial Eligibility Criteria, in order to ascertain that the bidder has sufficient	We would like to highlight that we have a newly incorporated		No changes envisaged. Existing provisions shall prevail

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		means to manage the fund requirements for the project, **the bidder shall be required to demonstrate the following parameters**: 1. A **minimum annual turnover** of bidder or its Affiliates or Parent/Ultimate Parent: **INR 90,20,200 per MW.** 2. Internal resource generation capability, in form of **Profit Before Depreciation Interest and Taxes (PBDIT)** excluding other and exceptional income for a minimum amount of **INR 18,04,000 per MW**.	bidding company, due to which it becomes impossible for developers like us to fulfil the eligibility criteria and participate in the above stated bid. Further, in similar bids issued by various tendering authorities, there is a provision to fulfil the Financial Eligibility Criteria (Liquidity) by **demonstrating at least one of the following parameters**: 1. Minimum annual turnover 2. Internal resource generation capability, in form of **Profit Before Depreciation Interest and Taxes (PBDIT)** **3. In-principle sanction letter from the lending institutions/banks of the bidder, committing a line of credit** In view of the above, we request you to kindly: **1. <u>Issue suitable amendment</u>** and provide a fair chance to all		

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			developers by allowing them to fulfil the Financial Eligibility Criteria (Liquidity) by **In-principle sanction letter from the lending institutions/banks of the bidder, committing a line of credit.**		
25.			**Extend the bid submission deadline by 2 to 3 weeks** as post issuance of pending clarifications and amendments, we will require adequate time to review, evaluate, and realign our bid proposal accordingly.		Last date bid submission extended till 27.01.2026, 17:00 hrs. and Tender Opening Event (TOE) on 28.01.2026, 11:00 hrs.
26.			This is with reference to the tender titled "**Setting up of 600 MW ISTS-connected Wind-Solar Hybrid Power Projects in India through Tariff-Based Competitive Bidding**" [RFS No. ED(PM)/2025-26 /432 dated 26.11.2025] According to RFS clause 6.3.2 (a) The minimum Project size of a single Hybrid Power Project shall be 50 MW to be interconnected at an ISTS Delivery Point. In this		Existing provision shall prevail.

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			regard we kindly request your consideration on whether the **minimum project size may be reduced to 25 MW**, to facilitate participation. We request you to kindly clarify the above.		
27.	Rfs	6.3.2 (b) Under this RfS, a Hybrid Power Project shall mean a Project comprising two 'components' - Wind and Solar Power Project, with rated power capacities in the ratio of at least 2:1 respectively, provided the Project is a Hybrid Project under the Guidelines. It is further clarified that the criteria of both solar and wind component of the Project will be examined based on the rated AC capacity declared by the Bidder for the corresponding component of the Project. The sum of the rated installed capacities of Solar and Wind power components as committed by the Bidder/HPD shall be more than or equal to the Contracted Capacity.		As per MNRE/MOP Hybrid Guidelines, to qualify as a wind–solar hybrid project, the rated power capacity of one resource must be at least 33% of the total contracted power capacity. However, under this RfS, a Hybrid Power Project is defined as a project comprising two components—Wind and Solar—with rated power capacities in a minimum ratio of 2:1, subject to compliance with the Hybrid Guidelines. The requirement stipulated under this RfS appears to be a deviation from the prevailing MNRE/MOP	MoP Guidelines dated 21.08.2023 does not restrict specifying percentage for a particular renewable resource. Existing provision shall prevail.

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				Hybrid Guidelines. In this regard, we request clarification on whether the RfS provisions may be suitably aligned with the MNRE/MOP Guidelines, or alternatively, whether the requisite approval for such deviation has already been obtained or is proposed to be obtained at a later stage.	
28.	Rfs	6.3.2 (e) For each Project, the Project configuration, i.e. the Installed Capacity proposed, will be submitted by the Bidder at the time of bid submission, and it shall remain unchanged until the issuance of LoA. The above configuration can be changed subsequent to issuance of LoAs until the date as on 30 days of issuance of LoAs.	For each Project, the Project configuration, i.e. the Installed Capacity proposed, will be submitted by the Bidder at the time of bid submission, and it shall remain unchanged until the issuance of LoA. The above configuration can be changed ~~subsequent to issuance of LoAs~~ until the Financial Closure ~~date as on 30 days of issuance of LoAs~~ under the RfS.	In line with prevailing industry norms and the criteria outlined in tenders issued by other procuring agencies, it is a common practice to permit changes in Project Configuration up to the Financial Closure. Further, at later stages, technological advancements may necessitate changes in WTG and module rating capacities, which would consequently lead to modifications in the overall project configuration and optimization of the installed capacity. Allowing	Existing provision shall prevail.

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				such flexibility would also be beneficial to CESC, as it enables adoption of advanced technologies in accordance with the provisions of the RfS.	
29.	Rfs	8.1 The Bidders will declare the annual CUF of their Projects at the time of submission of response to RfS in the Covering Letter as per Format 7.1, and the HPDs will be allowed to revise the same once within first three years after the SCSD. The revised CUF shall be greater than the CUF initially quoted by the Bidder. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March next year. The declared annual CUF shall in no case be less than 50% for any of the year during the term of the PPA.	The Bidders will declare the annual CUF of their Projects at the time of submission of response to RfS in the Covering Letter as per Format 7.1, and the HPDs will be allowed to revise the same once within first three years after the SCSD. The revised CUF shall be greater than the CUF initially quoted by the Bidder. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. Calculation of CUF will be on yearly basis from 1st April of the year to 31st March next year. The declared annual CUF shall in no case be less than ~~50~~ 35% for any of the year during the term of the PPA.	In line with prevailing industry norms and the criteria outlined in tenders issued by other agencies, it is common practice to establish a minimum Capacity Utilization Factor (CUF) of 30% for Hybrid Power Project. Given this industry-standard benchmark. We understand that this Hybrid Tender in Wind Intesive. We kindly request that the declared CUF for our Hybrid Power Project be adjusted to match this realistic and commonly expected CUF level. It is important to note that the standalone solar project CUF is around 24% and the standalone wind project CUF is around 35%. Therefore, it is unrealistic	Existing provision shall prevail.

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				to achieve a 50% CUF from the combined wind-solar hybrid project. Aligning with the 35% CUF will not only conform to industry standards but also ensure that the project's performance expectations are in harmony with industry norms, thus facilitating smoother operations and evaluation.	
30.	Rfs	9.7 (i) The Scheduled Commencement of Supply Date ("SCSD") for supplying power from the full Project capacity shall be the date as on 20 months from the Effective Date of the PPA (for e.g., if Effective Date of the PPA is 07.11.2025 then SCSD shall be 07.07.2027).	The Scheduled Commencement of Supply Date ("SCSD") for supplying power from the full Project capacity shall be the date as on ~~20~~ 24 months from the Effective Date of the PPA (for e.g., if Effective Date of the PPA is 07.11.2025 then SCSD shall be ~~07.07.2027~~ 07.11.2027).	All REIAs generally issue renewable energy tenders with a Scheduled Commercial Operation Date (SCOD) of 24 months. Further, the present project is wind-intensive, with approximately two-thirds of the total capacity comprising wind power. Development of wind projects requires more extensive resource assessment, detailed micro-siting studies, and long-term tie-ups with WTG OEMs to align with the desired manufacturing and supply schedules,	Existing provision shall prevail.

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				which inherently require additional time. Accordingly, it is requested to align the SCOD with the prevailing industry norm of 24 months.	
31.	Rfs	15 & 18 EMD & PBG	Amendment request for allowing EMD and PBG in the form of Insurance Surety Bond.	Amendment request for allowing EMD and PBG in the form of Insurance Surety Bond.	Existing provision shall prevail.
32.	Rfs	35.2 Liquidity conditions. Liquidity In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate the following parameters: a) A minimum annual turnover of the Bidder or its Affiliates or Parent/ Ultimate Parent INR 90,20,200 per MW (Indian Rupees Ninety Lakhs Twenty Thousand and Two Hundred/MW) of the quoted capacity during the previous financial year, 2024-25 or as on the day at least 7 days prior to the bid submission deadline. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover. b) Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) excluding other and exceptional income for a minimum amount of INR 18,04,000/MW (Indian Rupees Eighteen Lakhs	Kindly confirm, if both these conditions are to be met or either of these conditions are required to be met. As part of standard bidding guidelines, 3 options are provided to meet the Liquidity conditions: a) Turover b) PBDIT c) Letter from financial institutions i.e. Letter of Credit. The letter of Credit option is currently not provided in the RFS. We request you to kindly provide the same as well, in line with standard bidding guideline	Kindly confirm, if both these conditions are to be met or either of these conditions are required to be met. Further, request to add 3rd Option to get In principle letter of credit from financial institution for meeting Liquidity criteria.	Existing provision shall prevail.

Sr. No	Document	Existing Clause	Proposed Modifications/ Clarification Required	Rationale/Remarks	Reply of CESC Ltd.
		Four Thousand/MW) of the quoted capacity, as on the last date of previous financial year, 2024-25, or as on the day at least 7 days prior to the bid submission deadline.			
33.	Rfs		Extension	We request extension of 30 days to be provided to review the response to clarifications and prepare our bid accordingly	Last date bid submission extended till 27.01.2026, 17:00 hrs. and Tender Opening Event (TOE) on 28.01.2026, 11:00 hrs..

Revised Format 7.1 Annexure-1

COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/Lead Member of Consortium)

Ref. No. Date:

From: *(Insert name and address of Bidding Company/ Lead Member of Consortium)*

Tel.#:

Fax#:

E-mail address#

To
CESC Limited

<Address for submission of Bid>

Sub: Response to RfS No. ……….. dated …………. for_____________ (Insert title of the RfS)

Dear Sir/ Madam,

We, the undersigned _______________ [insert name of the 'Bidder'] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of power for the Term of the PPA to CESC, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS.

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 300 MW, including this response to RfS.

We are submitting application for the development of following Project(s): -

Project No.	Contracted Capacity offered (MW)	Installed Capacity to be committed under the PPA (Rated capacities of respective components) (MW)	Location of Project (Village, Tehsil, Dist., State)	Interconnection Point Details and State Date of Final Connectivity	Proposed CUF
		Solar PV Component: -____ MW Wind Power Component: ___ MW (Solar-____ Annual MUs, Wind ___ Annual MUs)			

(Note-1: The Bidder must ensure the project capacity mentioned is more than or equals to Minimum Bid Quantity).

Note-2: Delete/Insert the rows as applicable, and number the locations accordingly.

Note-3: Bidders to declare single CUF% for the entire capacity of the Project)

1. We give our unconditional acceptance to the RfS, dated ______ *[Insert date in dd/mm/yyyy]* and standard PPA documents attached thereto, issued by CESC. In token of our acceptance to the RfS and PPA documents along with the amendments and clarifications issued by CESC, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 9 of the RfS.

2. Earnest Money Deposit (EMD):- *(Please read Clause 15 carefully before filling*)

We have enclosed EMD of INR ………… (Insert Amount), in the form of Bank Guarantee/Payment on Order Instrument no………… [Insert bank guarantee/POI number] dated [Insert date of bank guarantee/POI] as per Format 7.3A/7.3B from [Insert name of bank providing bank guarantee/POI] and valid up to ___ in terms of Clause No. 15 of this RfS. The total capacity of the Hybrid Power Project offered by us is ………… MW [*Insert cumulative capacity proposed*]. (*Strike off whichever is not applicable*).

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee/POI of the requisite value(s) towards PBG, within due time as mentioned in Clause Nos. 18 of this RfS on issue of LoA by CESC for the selected Projects and/or we are not able to sign PPA with CESC within the timeline as stipulated in the RfS for the selected Projects, CESC shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

4. We have submitted our response to RfS strictly as per Section 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. We hereby declare that the Project Capacity, for which the bid is being submitted by us, has already been commissioned by us, and, for the same, we have not suo-moto terminated any already signed PPAs with Renewable Energy Implementing Agencies as identified by the MNRE and/or Distribution Company (DISCOM) for participating in this RfS under Clause 1.4 of the RfS. *(applicable only in case of already commissioned Projects)*.

6. We hereby declare that during the selection process, in the event our bid happens to be the last bid in the list of successful bids and CESC offers a capacity which is greater than or equal to 50% of our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.

7. Acceptance: -

We hereby unconditionally and irrevocably agree and accept that the decision made by CESC in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations from the previous RfS and all claims in respect of this process.

We also unconditionally and irrevocably agree and accept that the decision made by CESC in respect of award of Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.

8. Familiarity with Relevant Indian Laws & Regulations: -

We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.

9. In case of our selection as the Successful Bidder and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us, we shall ensure that our shareholding in the SPV / project company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the COD, except with the prior approval of CESC.

10. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with CESC, committing total equity infusion in the SPV as per the provisions of RfS.

11. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.

12. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from CESC.

13. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

14. 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 upto the date as on 12 months from the last date of submission of response to RfS]. We confirm that in the event of issuance of LoA under the RfS, the tariff indicated in the LoA shall be valid until the signing of PPA, pursuant to Clause 40.5.3 of the RfS.

15. Contact Person: Details of the representative to be contacted by CESC are furnished as under:

Name :	
Designation:	
Company:	
Address :	
Phone Nos.:	

Mobile Nos.:	
E-mail address:	

16. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a seller's event of default under PPA and consequent provisions of PPA shall apply.

Encl.: Appendix-I, II and III of the Covering Letter.

Dated the _____________day of _____________, 20___

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Appendix – I to Covering Letter

Contracted Capacity Offered: _________ MW

Project Location: ___________________

Tentative Average Hourly Profile [Solar/Wind] (in MUs)

Note: It is clarified that individual profile for wind and solar in MW and MUs are to be provided.

Hourly Time Blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
1												
2												
3												
4												
5												
6												
7												

Hourly Time Blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												

Hourly Time Blocks	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
20												
21												
22												
23												
24												

Appendix – II to Covering Letter

Contracted Capacity Offered: _________ MW

Project Location: ___________________

Tentative Average Hourly Profile [Solar/Wind] (in MWs)

Hourly Time Blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
1												
2												
3												
4												
5												
6												
7												
8												

Hourly Time Blocks	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

Hourly Time Blocks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
21												
22												
23												
24												

Appendix – III to Covering Letter

Energy Committed by HPD in terms of Clause 4.4.1 of the PPA

Name of HPD	**Particulars**	**Capacity (MW)**	**Declared (MUs) at Delivery Point**	**Min (-10%) of Declared MUs at Delivery Point yearly**	**Max (+20%) of Declared MUs at Delivery Point yearly**
[insert]	Wind-Solar Hybrid Project	[insert Contracted Capacity]	[insert]	[insert]	[insert]
	Solar Project	[insert Rated Capacity]	[insert]	[insert]	[insert]
	Wind Project	[insert Rated Capacity]	[insert]	[insert]	[insert]