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

REQUEST FOR PROPOSAL (RFP)

TENDER NO: ED (PM)/2026-27 /550, Dated 12.11.2026

Event No: CESC/Short/26-27/ET/114

RA No: CESC/Short/26-27/ET/100

S. No.	Event	Date & Time
1.	Publication of Request for Proposal (RfP)/ Activation of Event	12.11.2026
2.	Last date of submission of RfP Bids	23.11.2026 at 17:00 hrs
3.	Opening of non- financial technical Bids (EMD to reach before opening of non- financial technical Bids)	25.11.2026 at 12:00 hrs
4.	Clarifications, if any, sought from bidder(s)	26.11.2026 at 12:00 hrs
5.	In case of no clarifications, evaluation of Non Financial Technical Bid	26.11.2026 at 12:00 hrs
6.	Opening of IPOs	27.11.2026 at 12:00 hrs
7.	Start of eRA	27.11.2026 at 14:00 hrs
8.	Issuance of LOA	Within 15 days of e-RA (Excluding the date of e-RA)
9.	Signing of PPA	Within 15 days of e-RA (Excluding the date of e-RA)
10.	Opening of SBLC	Prior to supply of power

Bids to be submitted through	**DEEP e Bidding portal**
Office inviting bids & Place of submission of EMD	**Executive Director (Power Marketing)** **CESC Limited** **Chowringhee Square** **1st Floor, CESC House, Kolkata -700001**

1. INTRODUCTION AND BACKGROUND

CESC Ltd (CESC), having its registered office at CESC House, Chowringhee Square, Kolkata-700001, a Company within the meaning of the Companies Act 2013 and a Distribution Licensee under Sec-14 of the Electricity Act, 2003 is inviting bids for procurement of power from the Generators, licensed Power Traders, State Electricity Boards**,** State Utilities/Discoms, IPPs etc. on Short Term basis through Tariff Based Competitive process in accordance to guidelines issued by MoP dated 30.03.2016 for Short Term procurement of power by Distribution licensees under Sec-63 of Electricity Act, 2003, including amendments thereof, through e-bidding portal (DEEP) of MSTC for the period **as mentioned in the table forming part of Clause 3**. The link for the e–Bidding portal is www.mstcecommerce.com and is also available on the website of Ministry of Power (www.powermin.nic.in) and PFC Consultancy Limited (www.pfcindia.com).

Bidders are requested to familiarize with the applicable guidelines notified by the Ministry of Power carefully before submitting the offer.

2. E BIDDING FEE

All the Bidders would be able to participate in the e-Bidding events on making payment of the requisite fees of ₹ 500 per MW, for the maximum capacity a Bidder is willing to bid (in single bid or cumulative sum total of multiple bids), to PFC Consulting Limited (PFCCL).

The requisite fee plus applicable taxes shall be deposited through the portal by e-Payment Gateway provided by MSTC Ltd.

After the completion of the bidding process, only successful Bidder(s) will have to pay these charges for the quantum allocated to each Bidder. The balance amount will be refunded by PFCCL within seven (7) working days without any interest.

The fee deposited by non-Selected Bidder(s) will also be refunded by PFCCL within seven (7) working days of completion of the event without any interest.

3. QUANTUM OF POWER

The power is required on all days during contract period. The Bidder(s) shall be capable of supplying power as mentioned below to CESC:

Requisition	Contract Period		Slot/ Time Block (hrs)		Quantum (MW)	Minimum Threshold Quantity
	From	To	From	To	(in MW)	(in MW)
1	01.04.2027	30.04.2027	00:00	24:00:00	Upto 300	5
2	01.05.2027	31.05.2027	00:00	24:00:00	Upto 300	5
3	01.06.2027	30.06.2027	00:00	24:00:00	Upto 300	5

The Bidder(s) should be capable to supply power to CESC during the contracted period at the Delivery Point, for which the responsibility will be on the Bidder(s).

The Bidder(s) shall note that each Requisition, in the table above, is an independent requisition of power by CESC which may result in individual issuance of LOA/execution of PPA for each Requisition. The Bidder shall also note that it has the option to submit its bid(s) for the Minimum Threshold Quantity, as indicated in table above, and the same would be considered for allocation of power to the Bidder(s).

4. DELIVERY POINT:

Inter-state Bidder:

The Delivery Point shall be at West Bengal State periphery i.e the point at which the CTU network of Eastern Region is connected to the intrastate transmission of West Bengal i.e WBSETCL network.

Intra-state Bidder:

The Delivery Point shall be the point of interconnection of the Seller/Bidder with WBSETCL system where metering system is installed.

5. QUALIFICATION CRITERIA

The qualifying requirements for a Bidder to bid for this tender are as follows:

(i) The Bidder must not quote less than Minimum Threshold Quantity, as mentioned in table forming part of Clause 3 above from single source of generation.

(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 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.

(iii) If Bidder is a Trader, it should submit a copy of valid Category licence or equivalent Trading Licence issued by CERC/Appropriate Commission.

(iv) If Bidder is a Trader, it should submit a copy of executed power purchase agreement or an equivalent arrangement for supply of power or letter of authorization from the generator/utility.

(v) If the Bidder is a company, it must submit the details of the Bidder company as per the Annexure-I of the tender document for consideration of its Bid.

(vi) Board resolution/ Authorization for signing the bid document.

6. TARIFF STRUCTURE

The Bidder shall quote the single tariff at the Delivery Point up to three (3) decimals which shall include all charges i.e. capacity charge, energy charge, trading margin (in case of bidder being a trader), applicable open access charges &losses up to delivery point and all taxes, duties, cess etc. imposed by Central Govt. / State Govt. / Local bodies tariffs shall be designated in Indian Rupees Only.

The contracted power may be scheduled under T-GNA, however, in case sufficient quantum is available under existing GNA then the power to be scheduled under existing GNA of CESC, with the discretion of CESC. In such case transmission charges for T-GNA will not be applicable i.e. successful bidder(s) need not to pay any T-GNA charges to the implementing agency.

Bidders may note that CESC has been allotted a GNA quantum by WB SLDC. The quantum shall be punched by WB SLDC under GNA. GNA charges are to be borne by Buying Utility, hence no GNA charges are applicable on Bidders. If, however the GNA quantum is not sufficient to accommodate the quantum mentioned in Clause 3, the application shall be punched under T-GNA by the Bidder for which CESC shall give consent either for the full allotted quantum of the Bidder or part thereof. For ex if 100MW power is allotted to the Bidder through its LOA, out of which 50MW may be punched under GNA (remaining available GNA quantum is 50MW) and the rest 50MW may be punched under T-GNA for which CESC shall give consent to punch under T-GNA. In this case CESC shall reimburse the T-GNA charges to the Bidder within 7 days of grant of T-GNA application (excluding the date of receipt of the bill(s)).

Bidders/ Sellers cannot punch applications under T-GNA at their own discretion unless consented by CESC.

For avoidance of doubt, this is clarified that while quoting tariff, the Bidders/ Sellers may kindly note that, they should not include any GNA/ T-GNA charges in their tariff for which CESC shall give consent for any T-GNA application. If not consented by CESC, those T-GNA charges shall be borne by the Bidder(s)/ Seller(s) at their own discretion. CESC shall well in advance communicate to the Bidder(s)/ Seller(s) the quantum to punch under GNA and/or T-GNA out of the allotted LOA quantum to the Bidder/Seller.

The RLDC charges, application/ operating charges, transmission losses (Seller State STU & ISTS Injection, losses, if any) , transmission charges (Seller state STU and ISTS Injection charges, if any , or any other charges covered under Open Access Regulations notified by Central Electricity Regulatory Commission (CERC) and the procedure for Open Access stipulated by the Central Transmission Utility (CTU) (as amended up to date) for supply of energy up to the Delivery Point shall be borne by Seller/bidder and beyond the Delivery Point to be borne by CESC.

For avoidance of doubt, in case of Inter-state transaction - Intra-state open access charges & losses of Seller state (if any), Seller state SLDC concurrence fees & operating charges if any, and ISTS injection charges & losses, if applicable, withdrawal losses up to the Delivery Point are on Bidder(s)/ Seller's account as per the extant regulations of CERC/SERC and amendments thereof. Intra-state open access charges & losses of West Bengal and West Bengal SLDC operating charges, application fee etc. are on CESC's account.

In case of Intra-state transaction, CESC shall only bear the WBSETCL transmission charges & losses and West Bengal SLDC charges as applicable as per extant Open Access regulations of West Bengal Electricity Regulatory Commission, including amendments and corrigendum thereof, beyond the Delivery Point up to CESC boundary. All other open access charges & losses (if any) shall be borne by Bidder/Seller up to the Delivery Point.

The tariff should be constant and there shall be no escalation during the Contract Period.

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. Any revision of power by either party apart from Force Majeure (FM) condition shall be made on uniform basis.

CESC will in no way be liable for any other charges at Delivery Point except for the charges of energy delivered at Delivery Point based on the basis of the Regional Energy Accounts (REAs) of the Eastern Regional Power Committee (ERPC) / SEA of West Bengal SLDC as per the latest open access regulations applicable for bidders supplying power from state(s) other than West Bengal at the quoted tariff for the contract period.

Similarly, intra-state generators will also have to bear all charges & losses up to the Delivery Point and CESC will in no way be liable for any charges except for the charges of energy delivered at Delivery point on the basis of the SEA of West Bengal SLDC at the quoted tariff for the contract period.

The successful bidder (if applied under T-GNA) shall ensure booking of corridor as per relevant provisions of applicable CERC/ SERC Open Access Regulations under short term open access arrangement. The efforts shall include but not limited to participation in e bidding at bidder's cost for booking of corridor in case Corridor booking application is not approved and respective RLDC decides to go for e-bidding. Rate of bidding for participation in such e- bidding will be placed only after consultation with CESC Limited. If consented by CESC, the cost of e-bidding shall be reimbursed by CESC Ltd.

Bidders may kindly note that evaluation shall be done on the basis of landed cost at CESC bus i.e interconnection between WBSETCL (STU) and CESC network.

7. BIDDING PROCESS

7.1 CESC has issued this RfP for procurement of power on short term basis as per the details mentioned in clause 3 above and the RfP has been uploaded on the DEEP e-Bidding portal. Bidders shall rely solely on this RfP while participating in the bidding process.

7.2 EARNEST MONEY DEPOSIT (EMD)/ BANK GUARANTEE (BG)

7.2.1 The Bidders are required to submit EMD for the maximum capacity which they wish to offer (in single bid or sum total of multiple bids) @ Rs. 30,000/- per MW per month on RTC (30 days, 24 hours) basis and same shall be reduced on pro-rata basis in case bids are invited on hourly basis, in the form of Bank Guarantee/ e-Bank Guarantee issued by any Nationalized/Scheduled Bank (Bank Guarantee should be SFMS compliant. Bank details provided in 7.2.2) in favour of "CESC Ltd" payable at Kolkata or Electronically Transfer through payment gateway provided by MSTC Ltd. in the portal.

(i) ***For Example: For a requirement of 1 MW for 15 days for 4 hours, the EMD shall be Rs. 30,000 x (15 days / 30 days) x (4 hrs / 24 hrs) = Rs. 2,500/-.***

7.2.2 The Bidder can also submit the EMD online by RTGS to the following bank. account with prior permission of the office inviting the bids. In such case the documentary proof of RTGS must be uploaded on the website along with non-financial bid.

Bank Name	ICICI Bank Limited
Bank Address	38, Hemanta Basu Sarani, Kolkata - 700 001

Account Name	CESC Limited
Account No.	000651000407
IFSC Code	ICIC0000006

7.2.3 The original EMD needs to be submitted and uploaded in DEEP Portal before the opening of the Non-Financial Technical Bid.

7.2.4 The EMD shall be forfeited:

(ii) If Bidder withdraws bid during Bid Validity Period except as provided in the Guidelines. EMD shall be valid upto the end of bid validity period with one month claim period thereafter.

(iii) For non-submission of Contract Performance Guarantee as specified in this RfP document, by Successful Bidder(s).

(iv) In case LOA is issued but Selected Bidder(s) are not in a position to fulfil the requirement, the EMD/CPG shall be forfeited as the case may be.

7.2.5 The EMD shall be refunded to the unsuccessful Bidders within 10 days of expiry of Bid Validity Period.

7.2.6 The EMD of the Successful Bidder(s) shall be refunded after furnishing the Contract Performance Guarantee (CPG).

7.3 BID SUBMISSION

7.3.1 Tenders are to be submitted online through the DEEP e-Bidding portal. All the documents uploaded by the CESC form an integral part of the contract. Bidders are required to upload all the documents as asked for in the RfP, through the above website within the stipulated date and time as given in the RfP. The Bidder shall carefully go through the RfP and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

7.3.2 The documents uploaded shall be digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the RfP and upload the latest documents as part of the Bid.

7.3.3 The process of e-Bidding shall be conducted online, in accordance with the provisions laid herein. Each e-Bidding event shall comprise of two parts i.e., e-Tender and e-Reverse Auction. To participate in the event each Bidder will have to specify the source(s) of power for that particular bid. Each bid will have only one price per requisition accompanied by total quantum of power the Bidder intends to supply and minimum threshold quantum acceptable to the Bidder. However, the Bidder shall have the option to choose the requisition of an event in which it intends

to participate. Each of the bid will have to be signed by the Digital Signature of the Bidder.

7.3.4 Bidders shall be required to submit separate non-financial technical Bid and Financial Bids i.e., Initial Price Offer (IPO) through e-Bidding portal. The Bidder shall also note that it has the option to submit its bid(s) for the Minimum Threshold Quantity, as indicated in table above, and the same would be considered for allocation of power to the Bidder(s). The non-financial Bids shall contain the acceptance of general terms and conditions without any deviation and information about the sources from which the Bidder shall supply the power. Bidders shall also be required to furnish necessary EMD/Bank Guarantee along with the Bids. The Bidders can revise their IPOs before last date and time of submission of RFP.

7.3.5 The IPO shall be strictly as per the format prescribed in the RfP and shall be unconditional. Any conditional price bid shall be summarily rejected.

8. VALIDITY OF TENDER AND OFFER

Validity period of offer of Bidder shall be till the time of signing of Power Purchase Agreement (PPA).

9. CONDITIONAL AND INCOMPLETE TENDER

Conditional and incomplete tenders are liable to be rejected.

10. OPENING AND EVALUATION OF BID

To ensure competitiveness, the minimum number of Bidders should be at least two for each requisition. If the number of Bidders responding to the RfP is less than two, and CESC still wants to continue with the selection process, the selection of that single Bidder may be done with the consent of the Appropriate Commission.

CESC has constituted a Standing Committee for evaluation of the Bids.

Technical proposals will be opened by CESC or its authorized representative electronically from the website stated above, using their Digital Signature Certificate.

Technical proposals for those tenders whose original copies of BG/ e-BG towards EMD and who have deposited the E-Bidding Fee have been received will only be opened. Proposals corresponding to which original copy of BG towards tender fee & EMD has not been received, will not be opened and will stand rejected.

Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.

CESC or its authorised representative (AR) can seek clarifications/documents required in connection with technical bid. After acceptance of the non-financial technical Bids, the Financial Bids, Initial Price offer (IPO) shall be opened as per the procedures specified in the Bid document.

In the event, if two or more Bidders quote the same amount of Tariff during IPO and e-Reverse Auction stage, the time of submission of bid will be the deciding factor for their ranking.

11. ELIMINATION OF BIDDERS

The elimination of the Bidders shall be done by the following method:

(i) After the opening of Initial Price Offers, the system will rank the Bidders according to their price bids. The Bidder with the highest price bid in IPO stage will be called the H1 Bidder. The system will then analyse all the quantities offered by the Bidders in the IPO stage. If the total quoted quantity is greater than twice the Requisitioned Quantity, the Highest Bidder (H1) will be eliminated provided that the total quoted quantity after elimination is not less than or equal to twice the Requisitioned Quantity.

(ii) The elimination process will be done for each of the requisition separately. One event may have more than one requisition.

12. E - REVERSE AUCTION (E-RA)

The shortlisted Bidders after elimination will be intimated individually by system generated emails only.

The Reverse auction should start within 120 minutes of opening of Initial Price Offers and shall continue for a period of next 120 minutes without any extension (automatic or otherwise). Provided that during the last 10 (ten) minutes before the scheduled close time of e-Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse Auction will be automatically extended by 10(ten) minutes from the time of the last price bid received. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price bid are received which is lower than the prevailing lowest price bid.

During the Reverse Auction the Bidders will have the option of reducing the tariff quoted by them in decrements of one paise or multiples thereof and to increase

the quantum quoted by them by 1 MW or multiples thereof. During the Reverse Auction the prevailing Lowest Tariff would be visible to all the Bidders.

The Bidders will have the option to increase the quoted quantum of power up to such value, which corresponds to the value of EMD submitted along with IPO, but decrease the Tariff during the e- Reverse Auction process.

13. ISSUANCE OF LETTER OF AWARD (LOA)

The Bidder after the e-RA process will be ranked in accordance with the tariff offered in ascending order. The list would also include the name, quantum offered and tariff quoted by those qualified Bidder(s) who have not changed the quantum of power and tariff from IPO stage to e-RA stage. The Bidder(s), in order of their rankings, offering the quantum of power up to the requisitioned capacity would be the Successful Bidder(s).

CESC shall procure power from the Successful Bidders in the order of their rankings decided on the basis of tariff quoted by them until the entire Requisitioned Capacity is met.

CESC shall have the right to issue Letter of Award (LoA) to the Successful Bidder(s) [Selected Bidder(s)] in the same order to fulfil its requirement, which can be lower than the Requisitioned Capacity but not less than the quantum of Lowest Bidder. In the event CESC rejects or annuls all the Bids, it may go for fresh Bids hereunder. 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.

In case the Selected Bidder(s) is allocated a quantum of power less than the minimum threshold quantum mentioned by it, it shall have the option to exit without forfeiting the EMD.

In case the LOA is issued but Selected Bidder(s) is/are not in a position to fulfil the requirement, being selected in another bidding process the EMD/CPG shall be forfeited as the case may be.

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by CESC to the Selected Bidder(s) and the Selected Bidder(s) shall, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder(s) is not received by the stipulated date, CESC may, unless it consents for extension of time for submission thereof, forfeit the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to acknowledge the LOA.

14. CONTRACT AWARD AND CONCLUSION

After acknowledgement of the LOA by the Selected Bidder(s), CESC shall cause the Selected Bidder(s) to execute the PPA, which shall be intimated by CESC from the close of the e-Reverse Auction (excluding the date of e-Reverse Auction) (or after approval of PPA from Hon'ble WBERC/CERC). The Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the PPA. CESC would appropriate the EMD/CPG as the case may be of such Bidder as Damages on account of failure of the Selected Bidder(s) to execute the PPA. In case CESC fails to sign the PPA within the period prescribed above, the Selected Bidder(s) shall have the option to exit without forfeiting the EMD/CPG as the case may be.

15. RIGHT TO ACCEPT / REJECT THE BID

CESC reserves the right to reject any or all bids or to accept any bid, at its sole discretion, without assigning any reasons whatsoever thereof and without any liability.

16. CONTRACT PERFORMANCE GUARANTEE (CPG)

The Successful Bidder(s) shall furnish CPG within 7 days from the date of selection of Successful Bidder(s) for an amount calculated at **Rs. 2 lac** per MW per month (30 days, 24 hours) of contract period or part thereof. The CPG for the procurement of power on hourly basis shall be calculated on pro-rata basis as per the example given above for calculating EMD.

The CPG shall be in the form of BG issued by any Nationalized/Scheduled Bank (Bank Guarantee should be FSMS compliant, Bank details provided in para 0) and valid for the period of Contract with a claim period of 1 month after the expiry of contract period.

In the event, the CPG is not furnished within the stipulated date, the EMD submitted against the Notification shall be forfeited.

The CPG provided by the Successful Bidder(s) shall be forfeited for non-performing the contractual obligations. The CPG should be released within 30 days after completion of Contract Period.

17. POWER PURCHASE AGREEMENT (PPA)

PPA proposed to be entered with the Selected Bidder(s), as enclosed, has following necessary details on:

Risk allocation between parties;

Force Majeure: A Force Majeure means occurrence of any event or circumstances or combination of events and circumstances stated below that wholly or partly prevents an affected party in the performance of its obligations under PPA. These shall mean the occurrence of any of the following events: -

(i) Any restriction imposed by RLDC/SLDC in scheduling of power due to breakdown of Transmission/Grid constraint shall be treated as Force Majeure without any liability on either side.

(ii) Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, earthquake, epidemic/ pandemic, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.

(iii) 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.

(iv) CESC would return the CPG in case of non- availability of transmission corridor during the contract period.

18. OPEN ACCESS

18.1 SCHEDULING PROCEDURE:

The scheduling and dispatch of the energy shall be coordinated with respective RLDC(s)/SLDC(s) as per provisions of IEGC/ State Electricity Grid Code and framework of ABT and decisions of RLDC/SLDC/RPC. The Procurer i.e. CESC shall not be responsible for any Deviation Settlement Mechanism liability, if any, on part of the Bidder/Seller.

18.2 BOOKING OF TRANSMISSION CORRIDORS:

The energy shall be scheduled and dispatched as per the relevant provisions of CERC regulations for Central Electricity Regulatory Commission (Connectivity and

General Network Access to the inter-State Transmission System) Regulations, 2022 and/or WBERC Open Access Regulation, 2022 as amended time to time. The successful Bidder(s)/Sellers shall apply for booking of the open access transmission corridor to nodal RLDC/SLDC. The Bidders shall be fully responsible for the timely filing of open access application before the nodal RLDC/SLDC and coordinating with the relevant RLDC / SLDC so as to get the timely booking of the open access corridor for the contracted quantum.

If the power is scheduled under GNA/ T-GNA or combination thereof as per the discretion of CESC then the seller/ bidder must accept the same and provide necessary document/ approval from their concerned RLDC/ SLDC. The successful bidder(s) shall first apply for booking of the transmission corridor under GNA. If GNA is not available, then power shall be scheduled under T-GNA (under GNA/ T-GNA regulation as amended from time to time) on behalf of CESC to nodal SLDC/ RLDC in line with applicable short term open access/ GNA/ T-GNA regulations in place (presently T-GNA can be applied for eleven (11) months in advance). Successful bidder shall be fully responsible for the timely filing of open access application before the nodal RLDC/SLDC and coordinating with the relevant RLDC / SLDC so as to get the timely booking of the GNA/T-GNA corridor. The energy shall be scheduled and dispatched as per the relevant provisions of CERC regulations for short term open access and procedure for reservation of transmission capacity for short-term open access customers and CERC (connectivity and general network access to the interstate transmission system) Regulations, 2022 (Inclusive of all the amendments till date).

If decided to apply under T-GNA, the successful Bidder(s)/ Seller(s) shall put all efforts to ensure booking of corridor under Advance T-GNA Application Category or as applicable due to time-to-time instructions of CESC under GNA/T-GNA regime.

Timely application shall be made to ensure supply of contracted capacity at delivery point and all applicable charges shall be to the account of bidder. Any subsequent applications for change in approved open access quantum shall be only with prior written consent of CESC. Any consequences towards delay in application shall be to the account of bidder. CESC reserve the right to unilaterally reject the bid at any stage of the processing of the tender if any declaration submitted by the bidder is found false/incorrect/ misrepresented.

The successful bidder(s) shall apply for booking of advance reservation in such a manner so as to get the maximum quantum from the shortest route.

(i) If decided to apply under T-GNA, the successful bidder(s) shall apply T-GNA and make advance payment in full to the Nodal RLDC as per the timelines provided in CERC (Connectivity and general network access to the interstate transmission system) Regulations, 2022 (Inclusive of all the amendments till date). The open access booking charges, if any, payable by CESC shall be reimbursed to the successful bidder.

(ii) Once the open access is approved by the nodal agency the same will be final and subject to any revision /change only after mutual consent in writing.

(iii) Any revision in schedule by either party shall be on uniform basis other than Force Majeure/ Forced outage conditions.

(iv) 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.

19. CHANGE IN LAW – CHANGE IN LAW SHALL INCLUDE

Change in Law events shall include but not limited to as follows: Change in law means occurrence of any of the following events after the last date of submission of bid resulting in additional recurring/ non- recurring expenditure by the seller or any income to the seller.

(i) Any change in transmission charges and open access charges

(ii) Any change in taxes (excluding income tax), duties, cess or introduction of any tax, duty, cess made applicable for supply of power by the Bidder / Seller.

20. BILLING CYCLE

Bidders to raise energy bill(s) on weekly basis.

The Bills for the period from 1st to 8th, 9th to 15th, 16th to 23rd and 24th to the end of the month shall be raised on 9th, 16th, 24th day of the month and 1st day of the next month for the energy scheduled at the Delivery Point.

21. BILLING

Bidders/Sellers will raise energy bills on CESC on weekly basis for the energy scheduled at the Delivery Point during a calendar month or as informed otherwise based on data of concerned RLDC/SLDC along with complete details of the power scheduled at the delivery point and/or other documents/ information, as may be required for bill verification.

The energy bills shall be addressed to:

Executive Director (Power Marketing),
CESC Ltd, 1st Floor CESC House,
Chowringhee Square,
Kolkata-700001

Final monthly adjustment bill will be raised based on REA/SEA issued by the ERPC/Energy Account issued by SLDC/STU/ RLDC.

The bills for liquidated Damages for the month shall be raised only after end of that month based on REA/SEA.

22. PAYMENT

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 Executive Director (Power Marketing), CESC Ltd, 1st Floor, CESC House, Chowringhee Square, Kolkata-700001. 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. In case of timely payment by CESC, adjustment for the admissible rebate as per the clause described hereinafter, shall be made while making the payment against the energy bills.

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 the 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

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.

23. REBATE ON PAYMENT

A rebate @ 2 % shall be applicable on payment of energy bills if payment is made within 7 (Seven) working days from the date of receipt of bill (excluding the date of receiving the bill(s). In case 7th day is not a business day, the applicable rebate shall be available on succeeding business day No rebate shall be applicable on payment of open access & Liquidated damages Bills.

24. LATE PAYMENT SURCHARGE

Late Payment Surcharge shall be payable on the payment outstanding after the due date at the base rate of Late Payment Surcharge applicable for the period for the first month of default.

The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than three percent higher than the base rate at any time.

Explanation –

(i) Base rate means the marginal cost of funds based on lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent and in the absence of marginal cost of funds-based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify.

(ii) If the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.

25. PAYMENT OF LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE INSTRUCTED CAPACITY

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.

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.

In case deviation from Bidder/ Seller 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.

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 from the injection point till the point of drawl i.e. CESC's interconnection with WBSETCL applicable due to such surrender/ cancellation.

In case of revision / cancellation / surrender of the booked open access corridor, the refund received from the ERLDC/SLDC shall be paid back to CESC within 7 days of its receipt from ERLDC by successful bidder.

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 and payment shall be made within 30 working days from the date of receipt of bill.

26. COMMUNICATION

All parties shall rely of written communication only.

The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in English Language.

CESC reserves the right to ask for the additional information from the Bidder through e-mail / fax only. Phone No. and e-mail id for communication with CESC: Mr Soumya Sarkar (Ph No.: 9874938400, mail id: soumya.sarkar@rpsg.in, Mr Ranajit Bhattacharya (Ph No.: 9748740796, mail id: ranajit.bhattacharya@rpsg.in, Mr Arnab Sengupta (Ph No. 6291317636, mail id: arnab.sengupta@rpsg.in) will be used.

27. GOVERNING LAW

All matters arising out of or in conjunction with the Bid Document and/or the bidding process shall be governed by and construed in accordance with Indian law and the Courts of Kolkata, West Bengal shall have exclusive jurisdiction.

28. DISCLAIMER

Neither CESC nor its employees shall be liable to any Bidder or any other person under any law including the law of contract, tort, the principles of restitution or

unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with the bid, or any other information supplied by or on behalf of CESC or its employees. For the avoidance of doubt, it is expressly clarified that this Bid Document is an offer to bid and is subject to the award of LoA / PPA by CESC and acceptance of the LoA / PPA by the selected Bidder will be construed as acceptance of terms and Condition.

29. DISPUTE RESOLUTION/ ARBITRATION

Where any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the WBERC (West Bengal Electricity Regulatory Commission), the Appropriate Commission.

All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996.

30. CONSEQUENCES ON SALE OF CONTRACTED POWER TO THIRD PARTY WITHOUT CONSENT OF THE PROCURER

30.1 In case the Bidder/Seller fails to offer the contracted power as per the LoA/Agreement to the Procurer and sells this power without Procurer's consent to any other party, the Procurer shall be entitled to claim damages from the Bidder(s)/Seller for an amount equal to the higher of :(a) twice the Tariff as per the PPA for the corresponding contracted power; and (b) the entire sale revenue accrued from Third Parties on account of sale of this contracted power. These damages shall be in addition to Liquidated Damages as per Clause **25**, for failure to supply the Instructed Capacity.

30.2 On a complaint to this effect by the Procurer to the concerned load dispatch centre, the Seller shall be debarred from participating in power exchanges and also from scheduling of this power in any short term/ medium term / long term contracts from that generating station for a period of three months from the establishment of default, in the complaint. The period of debarment shall increase to six months for second default and shall be one year for each successive default.

ANNEXURE-I

FORMAT FOR BIDDER'S COMPANY DATA

1) Name of the Organization:

2) Name of the Contact person:

3) Email address:

4) Postal Address:

5) Telephone No:

6) Fax No:

7) Mobile No of the contact person;

8) Inter/Intra state Trading license (Scanned copy enclosed)

9) Category of Trading License:

10) Validity:

11) LOI of each Source (Scanned Copy enclosed)

12) Complete details of any suit pending against/filed by Bidder in CERC / WBERC / Courts / Arbitrator related with trading of Energy and details of penalties imposed in earlier decisions. .

(13) The bidder has to submit a self-declaration in their letter-head declaring that the bidder has cleared all his dues/liabilities and has no outstanding net financial liability/net dues towards CESC/ any counter party on the last date of submission of bid.

(14) Other Information, if any.

Signature of the Authorized Representative

ANNEXURE-II

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EMD

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of CESC Ltd, having its registered office at CESC House, Chowringhee Square, Kolkata-700001(hereinafter referred as CESC) for procurement of power during the period … … . . on short term basis, issued the RfP Notice invitation for Bids vide RfP Notice No. …….Dated XX.XX.2026 and we …… being a Bidder, in response to the said Notice, undertake to deposit EMD as per the terms of the RfP, the__(name of any Nationalized/Scheduled Bank) (here after referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay "CESC Ltd" (hereinafter referred to as "Procurer") at Kolkata forthwith on demand in writing from CESC/ Procurer on behalf of "CESC Ltd", any amount up to and not exceeding Rs./- ……..(Rupees…… only), on behalf of ……..(Bidder).

This guarantee shall be valid and binding on Guarantor Bank up **to ……**and shall not be terminable by notice or any change in the constitution of Guarantor Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rs.____/- (Rupees___only). Our Guarantee shall remain in force until……. The CESC/Procurer shall be entitled to invoke this Guarantee until…….

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Procurer or authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes or disparities by the Bidder or any other person.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

In order to give full effect to this Guarantee, CESC shall be entitled to treat G u a r a n t o r Bank as the principal debtor. CESC shall have the fullest liberty without affecting in any

way the liability of Guarantor Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of

Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to CESC, and Guarantor Bank shall not be released from its liability under these presents by any exercise by CESC of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the CESC or any indulgence by CESC to the said Bidder or by any change in the constitution of CESC or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing Guarantor Bank from its such liability.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Procurer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Bidder, to take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by the Procurer or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to ICICI Bank Limited and a confirmation in this regard is received by CESC.

The Guarantor shall not be affected by any change in the constitution or winding up of the Bidder or Guarantor Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs._____/- (Rupees___only), and it shall remain in force till…. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the Procurer serves upon us a written claim or demand at ……..(any branch of the Guarantor Bank at Kolkata).

Signature	

Name	
Power of Attorney No.	
For	(Insert name of the Bank)
Banker’s Stamp and Full Address.	

Dated this.....day of 2026

ANNEXURE-III

PRICE BID

Requisition	Contract Period		Slot/ Time Block (hrs)-RTC	Quantum Offered (MW)	Minimum Threshold Quantity (MW)	Quoted Tariff at Delivery Point (in INR/kWh)
	From	To				

Signature of the Authorized Representative

SHORT TERM POWER PURCHASE AGREEMENT

This Power Purchase Agreement (hereinafter referred to as the "Agreement") is entered at Kolkata on this by and between ".....", a limited company within the meaning of the Companies Act, 2013, having its registered office at (hereinafter referred to as "**Seller**" which expression, unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its successors-in-interest and assigns) as party of the **First Part**

-AND-

CESC Limited, a company within the meaning of the Companies Act, 2013 and a Distribution Licensee under section 14 of the Electricity Act, 2003, having its registered office at **CESC House, Chowringhee Square, Kolkata - 700001** (hereinafter referred to as **"Procurer"**, which expression, unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its successors-in-interest and assigns) as party of the **Second Part.**

WHEREAS,

a) By virtue of this agreement, hereinafter, both the Seller and the Procurer shall be referred to as a party individually and as parties collectively.

b) The Procurer invited a Tender of **Event No. _____**and **Reverse Auction of No……..**for purchase of power under short term basis as per following table.

Sl. No.	**Period**		**Duration of time in each day of the period for supply of Power**		**Quantum at the Delivery Point in MW**
	From Date (DD/MM/YY)	**To Date (DD/MM/YY)**	**From Hours (HH:MM)**	**To Hours (HH:MM)**	
1					
2					
3.					
4.					

5.					
6.					
7.					
8.					

c) The Seller has submitted the Bid on _____ and participated in Reverse Auction (e-RA) conducted on _____ and was declared as the Successful Bidder upon compliance of all formalities.

d) Thereafter, the Procurer has issued a **Letter of Award (LoA), Ref. No. _____** to the Seller, being the Successful Bidder and Seller has accepted the LOA vide its letter dated _____ and agreed to supply the following power to the Procurer:

Sl. No.	**Period**		**Duration of time in each day of the period for supply of Power**		**Quantum at the Delivery Point in MW**	**Tariff at the Delivery Point in INR/kWh**
	From Date (DD/MM/YY)	**To Date (DD/MM/YY)**	**From Hours (HH:MM)**	**To Hours (HH:MM)**		
1						
2.						

e) Terms and conditions of the tender document of Event number……. as mentioned above in point no. (b) including amendments, clarifications etc. issued forms an integral part of this PPA.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

(1) SELLER'S SOURCE OF GENERATION:

It is agreed between the parties that the Seller will supply power to the Procurer under this agreement from the following source:

Name of the Generating Station of Seller:

Location of the Generating Station of the Seller:

(2) DELIVERY POINT:

For Inter-State generators, the delivery point shall be West Bengal State periphery i.e the point at which the CTU network of Eastern Region is connected to the intrastate transmission of West Bengal i.e WBSETCL network

For Intra-State generators, the delivery point shall be the point of interconnection of the Seller's source of generation with West Bengal State Electricity Transmission Co. Ltd (WBSETCL) network where metering system is installed.

(3) TERM OF AGREEMENT, EFFECTIVENESS AND TARIFF:

The Seller shall sell and the Procurer shall procure power in terms of the following table.

Contract Period		**Seller**	**Slot / Time Block (Hrs.)**		**Quantum at the Delivery Point**	**Tariff at the Delivery Point**
From	**To**		**From**	**To**	**MW**	**(Rs./Kwh)**

This agreement shall become effective only to the extent and for the period Open Access is granted by the nodal RLDC/ SLDC.

(4) OPEN ACCESS:

The power shall be scheduled and dispatched as per the relevant provision of CERC (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022 and /Or WBERC Open Access Regulation, 2022 with amendments thereof from time to time, as applicable.

The Procurer shall not be responsible for any Deviation Settlement Mechanism liability, if any. Once the Open Access is approved by the nodal agency the same will be final and subject to any revision /change only after mutual consent in writing.

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.

The scheduling and dispatch of the energy shall be coordinated with the concerned RLDC(s) and West Bengal SLDC (hereinafter referred as "WB SLDC") as per provisions of IEGC/ State Electricity Grid Code (SEGC) and framework of ABT and decisions of RLDC/SLDC. CESC has been granted a GNA quantum by WB SLDC. The power shall be applied under the GNA/ T-GNA as mentioned in the tender document (Clause18 Open Access) and therefore the associated procedures are to be followed to apply the quantum under GNA through WB SLDC or NOAR for T-GNA as per the procedures of Open Access in vogue for Interstate sources of generation and as per the procedures under applicable West Bengal open access Regulations for Intrastate sources of generation.

The Seller shall have to apply well in advance as per CERC GNA Regulations, 2022 & WBERC Open Access regulation 2022 and its amendments for Open Access to Nodal agency (SLDC) or NOAR for T-GNA in order to ensure the transaction of power from the Generating Source to the Procurer.

(i) Any revision in schedule by either party shall be on uniform basis other than Force Majeure/ Forced outage conditions.

(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.

(5) SCHEDULING AND ENERGY ACCOUNTING:

The power scheduled at the Delivery Point by the Seller as per the implemented schedule or provisional final schedule of the RLDC/SLDC, shall be treated as power delivered to the Procurer and any variation between schedule and actual power injection shall be to the account of the Seller

Final Energy accounting will be as per the REA/SEA issued by the RPC/SLDC/ RLDC.

(6) TARIFF:

Tariff at the Delivery Point shall be constant for the whole Contract Period irrespective of source of supply and shall have no escalation during the contractual period.

If the power is being supplied through alternate source there shall be no change in Tariff structure from the Tariff under this agreement.

The Procurer will in no way be liable for any other charges upto Delivery Point except for the charges of scheduled energy delivered at Delivery Point.

(7) BILLING AND PAYMENT:

7.1 Billing

Seller may raise provisional bills as per standard format on weekly basis duly supported by Implemented Schedule of RLDC/SLDC. For the purpose of weekly bills, each month will be divided into four parts, starting from 00:00 hour on 1st, 9th, 16th, and 24th day of month to 24:00 hour of 8th, 15th, 23rd and last day of the month respectively based on the provisional energy data downloaded from RLDC/SLDC website and after receipt of REA/SEA for the concerned month.

Such provisional bill may be preferred through FAX/ e-mail supported by post confirmation copy.

Monthly bill shall be raised by the Seller and adjustment towards Credit or Debit, as the case may be, shall be made accordingly, supported with necessary computation and documents up to the satisfaction of the Procurer.

Final monthly adjustment bill will be raised based on REA/SEA issued by the ERPC/ SLDC.

The bills for Liquidated Damages for the month shall be raised only after end of that month based on REA/SEA

7.2 Payment

The Procurer will make the payment through RTGS/NEFT to the Seller within 7 (seven) working 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, 1st Floor, Chowringhee Square, Kolkata - 700 001. In the event of the due date of payment being a Bank holiday, the next working day shall be considered as the due date of payment.

The Seller shall raise bills on account of Open Access charges, if any, paid to nodal agency as per extant regulations to the Procurer. The Procurer shall reimburse the amount to the Seller within 7 (Seven) working days from the date of receipt of bill (excluding the date of receipt of the bill(s)). In the event of the due date of payment

being a Bank Public holiday, the next working day shall be considered as the due date of payment

The Procurer shall be required to provide standby Letter of Credit (SBLC) equivalent to 100% of the weekly energy corresponding to Contracted Capacity at the Quoted Tariff indicated in this agreement. SBLC shall be opened prior to commencement of supply of power.

In case of timely payment by the Procurer, adjustment for the admissible rebate as per Clause 8 hereinafter shall be made while making the payment against the period's bill. All payment shall be made to Seller 's Current Account No….

8. Rebate for prompt payment by Procurer

A rebate @ 2 % shall be applicable on payment of energy bills if payment is made within 7 (Seven) working days from the date of receipt of bill (excluding the date of receiving the bill(s). In case 7th day is not a business day, the applicable rebate shall be available on succeeding business day

No rebate shall be applicable on payment of Open Access and Liquidated Damages

9. Surcharge for late payment by Procurer

9.1 Late Payment Surcharge shall be payable on the payment outstanding after the due date at the base rate of Late Payment Surcharge applicable for the period for the first month of default

9.2 The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than three percent higher than the base rate at any time.

9.3 Explanation –

9.3.1 Base rate means the marginal cost of funds based on lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent and in the absence of marginal cost of funds-based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify.

9.3.2 If the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years

10 PAYMENT SECURITY MECHANISM

The Procurer shall be required to provide standby Letter of Credit (SBLC) equivalent to 100% of the weekly energy corresponding to Contracted Capacity at the Quoted Tariff.

SBLC shall be opened prior to commencement of supply of power.

11 CONTRACT PERFORMANCE GUARANTEE (CPG):

The Seller shall furnish the CPG to the Procurer within 7 days of the signing of PPA for an amount calculated at Rs. 2 lakhs per MW per month for the Contract Period for guaranteeing the commencement and continuity of the supply of the Contracted Capacity in accordance with the terms of this Agreement.

The CPG is in the form of Bank Guarantee issued by any Nationalized /Scheduled Bank and is valid for the entire Contract Period with a claim period of one month after expiry of the Contract Period.

The failure by the Seller to furnish / maintain the CPG during the entire Contract Period shall deemed to be a material breach of this Agreement by the Seller. If CPG is not furnished, EMD shall be forfeited and the PPA shall not be effective.

The CPG provided by the Seller shall stand forfeited, encashed and appropriated by the Procurer as Liquidated Damages without prejudice to its other rights under this Agreement or applicable laws, for non-performance of any contractual obligations by the Seller specified hereunder or under the applicable law, including failure to commence supply of power on the Scheduled Delivery Date.

The CPG shall be released 30 (thirty) days after completion of Contract Period, provided and only after the Seller has fulfilled all its obligations under this Agreement. The return or release of the CPG shall be without prejudice to other rights of the Procurer under this Agreement and/or applicable laws.

12 LIQUIDATED DAMAGES:

Both the parties shall ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the approved Open Access capacity on monthly basis or actual period (if period is less than a month) during Contracted Period.

In case of deviation from CESC's 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 the Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% in the energy procured while continuing to pay Open Access charges as per this agreement.

In case the deviation from Seller's 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, the Seller shall pay compensation to CESC at 20% of the 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 payable by the CESC corresponding to the shortfall in power / energy supplied by the Seller to the Procurer.

Either party shall raise bill towards Liquidated Damage. For any Liquidated Damage payable by the CESC / Seller as per above, bill shall be raised by the Seller / CESC as the case may be and payment shall be made within 30 days from the date of receipt of bill.

13 FORCE MAJEURE:

Force Majeure Events shall mean the occurrence of any of the following events: -

13.1 Any restriction imposed by RLDC/SLDC in scheduling of power due to breakdown of Transmission/Grid constraint shall be treated as Force Majeure without any liability on either side.

13.2 Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather conditions, lightning, flood, cyclone, epidemic or pandemic, earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.

13.3 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.

13.4 The procurer would return the CPG in case of non-availability of transmission corridor during the Contract Period.

14 NOTICES:

Except as otherwise expressly provided in this Agreement, all notices or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally or sent by registered post or speed post or faxed or emailed to addresses as follows:

For the Procurer:

Address: **Executive Director (Power Marketing)**
CESC Limited,
CESC House
Chowringhee Square
Kolkata – 700001
Phone No 9748740796, 9874938400

Email ID: ranajit.bhattacharya@rpsg.in,
soumya.sarkar@rpsg.in,
arnab.sengupta@rpsg.in

For the Seller:

Address: Attention :
Address :

Fax No. :
Telephone No.:
Email ID :

Any Party, may by written notice, change the address and / or addresses to which such notices and communications to it are to be delivered or mailed.

15 CHANGE IN LAW:

Change in Law Events shall mean the occurrence of any of the following events: -

15.1 Any change in transmission charges and open access charges.

15.2 Any change in taxes (excluding income tax), duties, cess or introduction of any tax, duty, cess made applicable for supply of power by the Seller.

16 TERMINATION:

This Agreement may be terminated before expiry of Term of the Agreement under any of the following conditions:

16.1 The Procurer reserve the full right to terminate the Agreement, if the Seller fails to abide by the terms and conditions as enumerated herein, provided a written notice is given to the Seller in writing of at least fifteen (15) days.

16.2 The Seller also reserves their full right to terminate the Agreement if the Procurer fails to abide by the terms and conditions under the Agreement, provided a written notice is given to the Procurer in writing of at least fifteen (15) days.

16.3 This Agreement will be terminated upon expiry of the Contract Period of the agreement as specified in **Clause 3** of this agreement.

17 SURVIVAL

The expiry or prior termination of this Agreement shall not affect any accrued rights, obligations, and liabilities of the parties on the date of expiry or termination under this agreement including but not limited to those specifically provided in this agreement, nor shall it affect any continuing obligations which this agreement provides either expressly or by necessary implication, which are to survive its expiry or termination.

18 GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the Laws of India and the Courts of Kolkata, West Bengal shall have exclusive jurisdiction.

19 ARBITRATION:

Where any dispute arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the WBERC (West Bengal Electricity Regulatory Commission).

All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996

Notwithstanding any legal dispute, disagreement or difference, the parties here to, shall continue to perform the respective obligations under power purchase agreement

20 DISCLAIMER:

Neither the Procurer nor its employees shall be liable to the Seller or any other person under any law including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with the bid, or any other information supplied by or on behalf of the Procurer or its employees.

IN WITNESS WHEREOF these presents have been entered into the……. day, of (month) and year 2026, first above written.

SIGNED, SEALED and DELIVERED for and on behalf of Seller by its Authorised Representative:

Name:
Occupation:
Address:

In presence of:

WITNESSES:

SIGNED, SEALED and DELIVERED for and on behalf of CESC Limited by its Constituted Attorney / Authorised Representative:

Name: PEYUSH TANDON
Occupation: EXECUTIVE DIRECTOR (POWER MARKETING)
CESC LIMITED

Address: CESC HOUSE
CHOWRINGHEE SQUARE

KOLKATA-700001

In presence of:

WITNESSES

FORMAT FOR CONTRACT BANK GUARANTEE (CBG)

(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value*)

Reference: …….
Bank Guarantee No.:
.....

Date: .....

In consideration of the_____[*Insert name of the Bidder*]

submitting the response to CESC Ltd's Power Procurement tender ~~....~~ inter alia for supply of

…… [*Insert title of the* RfS] ……. MW, at

……*[Insert name of the place*], for supply of power there from on short ~~long~~ term basis, in response to the tender dated…… issued by CESC Limited (hereinafter referred to as CESC) and CESC considering such response to the tender of

……[*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and issuing Letter of Award No._____ to _____(*Insert Name of selected Bidder)* as per terms of tender (RfS~~)~~ and the same having been accepted by the selected Bidder resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Bidder, M/s_____

As per the terms of the tender (RfS~~)~~, the_____[*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to CESC at [*Insert Name of the Place from the address of the CESC*] forthwith on demand in writing from CESC or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees

[Total Value] only, on behalf of M/s

_____

_____[*Insert name of the selected Bidder~~]~~*

This guarantee shall be valid and binding on this Bank up to and including ……. and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR_____(Indian Rupees

_____only).

Our Guarantee shall remain in force until……. CESC shall be entitled to invoke this Guarantee till …….

The Guarantor Bank hereby agrees and acknowledges that CESC shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by CESC, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to CESC.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by_____[*Insert name of the Bidder*] and/ or any other person. The Guarantor Bank shall not require CESC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against CESC in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Kolkata shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly CESC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Bidder, to make any claim against or any demand on the selected Bidder or to give any notice to the selected Bidder or to enforce any security held by CESC or to exercise, levy or

enforce any distress, diligence or other process against the selected Bidder.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to ICICI Bank Limited and a confirmation in this regard is received by CESC.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to CESC and may be assigned, in whole or in part, (whether absolutely or by way of security) by CESC to any entity to whom CESC is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR (Indian Rupees_____only) and it shall remain in force until ……. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if CESC serves upon us a written claim or demand.

Signature: _____ Name:

Power of Attorney No.: _____ For

_____*[Insert Name and Address of the Bank*] ___

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this_____day of_____, 20___

Witness:

1. …….

Signature

Name and Address

2. ……

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Contract Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

Letter of Credit

NAME OF ISSUING BANK.

ADDRESS OF THE ISSUING BANK.,.

IFSC CODE OF SBLC ISSUING BANK.

BANK TEL NO. AND FAX NO

NAME OF THE APPLICANT. CESC LIMITED

ADDRESS OF THE APPLICANT: CESC HOUSE CHOWRINGHEE SQUARE KOLKATA WEST BENGAL-700001

CIN OF THE APPLICANT.

TO

NAME OF THE BENEFICIARY. -

ADDRESS OF THE BENEFICIARY. -

NAME OF THE BENEFICIARY S BANK, -

BENEFICIARYS BANK ADDRESS. -

BENEFICIARY S BANK IFSC CODE. -

BANK TEL NO. AND FAX NO. PH.

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DETAILS OF SBLC

SBLC NO.

CURRENCY INR

AMOUNT-FACE VALUE. RS.

DATE OF ISSUE. XX.XX.2026

DATE OF EXPIRY.

PLACE OF EXPIRY.AT THE COUNTER OF NEGOTIATING BANK

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IN CONSIDERATION OF CESC LIMITED CESC HOUSE CHOWRINGHEE SQUARE KOLKATA WEST BENGAL-700001(HEREINAFTER REFERRED TO AS THE APPLICANT), WE, , A COMPANY INCORPORATED AND REGISTERED UNDER THE COMPANIES ACT 1956 AND A BANKING COMPANY WITHIN THE MEANING OF SECTION 5(C) OF THE BANKING REGULATION ACT 1949 AND HAVING ITS REGISTERED OFFICE AT (HEREINAFTER REFERRED TO AS THE ISSUING BANK) HEREBY IRREVOCABLY AND UNCONDITIONALLY ISSUE THIS **STANDBY LETTER OF CREDIT HEREINAFTER REFERRED TO AS SBLC)** IN FAVOUR OF (HEREIN AFTER REFERRED TO AS BENEFICIARY) FOR THE AMOUNT OF **INR ……**

WE CONFIRM THAT THIS SBLC IS ISSUED IN CONSIDERATION FOR THE BENEFICIARY TOWARDS PAYMENT SECURITY MECHANISM AS PER PPA DATED ……. EXECUTED BETWEEN THE BENEFICIARY AND THE OPENER.

DOCUMENTS REQUIRED:

1. A COPY OF THE BILL(S), WHICH HAS REMAINED UNPAID / PARTIALLY PAID BY THE OPENER / PARTIALLY REALISED THROUGH SBLC.
2. COVERING LETTER.
3. A CERTIFICATE FROM **…..** TO THE EFFECT THAT BILL AT ITEM (1) ABOVE, OR SPECIFIED PART THEREOF HAS REMAINED UNPAID / PARTIALLY PAID BEYOND THE SEVENTH (7TH) DAY AFTER RAISING OF THE ENERGY INVOICE (EXCLUDING THE DATE OF RASING OF THE BILL) DUE DATE & ARE IN ACCORDANCE WITH AND PPA DATED EXECUTED BETWEEN THE BENEFICIARY AND THE OPENER .

OTHER CONDITIONS:

1. DUE DATE IN RELATION TO ANY WEEKLY ENERGY BILL SHALL MEAN THE SEVEN WORKING DAYS (7^{TH}) DAY FROM THE DATE ON WHICH SUCH BILL IS RAISED BY **…… (…..)** EXCLUDING THE DATE OF RAISE OF ENERGY INVOICE.
2. IF OPENER/ APPLICANT FAILS TO PAY ANY BILL AMOUNT OR PART THEREOF WITHIN AND INCLUDING THE SEVENTH (7^{TH}) DAY FROM THE DATE OF BILL, EXCLUDING THE DATE OF RAISING THE ENERGY INVOICE, THEN, THE **…..** MAY DRAW UPON THE LETTER OF CREDIT ("**SBLC"**),, AND ACCORDINGLY THE BANK, SHALL PAY upon production of the documents MENTIONED in SBLC WITHOUT ANY REFERENCE OR INSTRUCTIONS FROM THE CONCERNED OPENER, AN AMOUNT EQUAL TO THE BILL

AMOUNT OR PART THEREOF, BY PRESENTING TO THE NEGOTIATING BANK, THE ABOVE MENTIONED DOCUMENTS.

3. NO DOCUMENTS OTHER THAN 1, 2, 3 ABOVE ARE STRICTLY REQUIRED FOR NEGOTIATION OF SBLC.
4. AS THE BOTH APPLICANT AND BENEFICIARY (**.....**) ARE GOVERNED BY PPA DATED **.....** EXECUTED BETWEEN THE BENEFICIARY AND THE OPENER, THE NEGOTIATING BANK SHALL RELEASE THE TOTAL AMOUNT (RESTRICTED UP TO THE SBLC LIMIT I.E Rs. (SBLC amount)) CLAIMED THROUGH THE SBLC BILL TO **.....** WITHOUT ANY DEDUCTIONS CITING THE DISCREPANCIES IN THE SBLC CLAIM. HOWEVER, OPENER AGREES THAT IN CASE OF DRAWAL OF THE SBLC BY **.....** THE AMOUNT OF THE SBLC SHALL BE REINSTATED WITHIN SEVEN (7) DAYS FROM THE DATE OF SUCH DRAWAL AT WRITTEN REQUEST OF THE OPENER.
5. PAYMENT SHALL BE RELEASED BY THE BANK WITHIN NEXT WORKING DAY FROM THE DAY OF PRESENTATION OF BILL BY THE **.....**, AT THE BANK'S COUNTERS.
6. IN CASE THE TOTAL VALUE AGAINST OUTSTANDING BILLS EXCEEDS THE SBLC LIMIT, THE BANK SHALL RELEASE THE AMOUNT EQUAL TO THE SBLC LIMIT WHICH SHALL NOT EXCEED **RS .....**
7. SBLC CAN BE NEGOTIATED MORE THAN ONCE DURING THE MONTH SUBSEQUENT TO REINSTATEMENT OF THE SBLC UPON RECEIPT OF WRITTEN REQUEST BY THE OPENER AND POST PAYMENT BY THE OPENER TO US FOR ANY INVOCATION. HOWEVER MAXIMUM LIMIT OF AMOUNT TO BE NEGOTIATED AT EACH TIME SHALL NOT EXCEED THE TOTAL SBLC VALUE.
8. ALL CHARGES RELATING THE LETTER OF CREDIT (INCLUDING SBLC OPENING, AMENDMENTS, NEGOTIATION, REINSTATEMENT AND OPERATING) SHALL BE BORNE BY THE OPENER.
9. THE SBLC OPENED SHALL BE VALID FOR ONE YEAR FROM THE DATE OF OPENING OF SBLC (AMENDMENTS TO THE SBLC, IF REQUIRED, IS ALLOWED ONLY WITH PRIOR CONSENT OF BOTH BENEFICIARY AND APPLICANT).
10. THIS SBLC IS IRREVOCABLE, AND UNCONDITIONAL (OTHER THAN SPECIAL CONDITIONS LAID DOWN HEREIN).
11. THE SBLC HAS TO BE NEGOTIATED AT THE BANK BRANCH LOCATED AT _____(Insert Branch Address) , KOLKATA

12. THE AMOUNTS NEGOTIATED AGAINST THE SBLC SHALL BE PAID BY THE NEGOTIATING BRANCH TO …….**("…..**") BY WAY OF RTGS/NEFT TO THE BANK DETAILS INDICATED IN THE RESPECTIVE BILLS/CERTIFICATE TO BE PRESENTED **BY …..**.
13. RTGS/ NEFT TRANSFER CHARGES (IF ANY), SHALL BE CHARGED TO THE ACCOUNT OF SBLC OPENER. ALL SUCH CHARGES WHICH MAY BE LEVIED BY THE SBLC NEGOTIATING BRANCH AND SBLC OPENING BRANCH SHALL ALSO TO THE ACCOUNT OF SBLC OPENER.
14. ALL APPARENT SPELLING MISTAKE/MISTAKES IN SBLC DOCUMENTS WHICH DO NOT ALTER MEANING/CHARGES PAYABLE / DESCRIPTION ARE ACCEPTABLE AND WILL NOT COUNT AS A DISCREPANCY.
15. THIS SBLC IS OPENED BY THE OPENER IN FAVOUR OF BENEFICIARY TOWARDS PAYMENT OF WEEKLY ENERGY CHARGES. AS SUCH, THE GENERAL CONDITIONS OF SBLC LIKE SHIPMENT DATE, SHIPMENT FROM, SHIPMENT TO, PARTIAL SHIPMENTS, TRANSSHIPMENTS AND TOLERANCE WHICH ARE NOT RELEVANT TO THE SAID ENERGY CHARGES ARE NOT APPLICABLE.