

PROCUREMENT OF POWER ON SHORT-TERM BASIS THROUGH TARIFF BASED COMPETITIVE BIDDING PROCESS (As per “Guidelines for short-term (i.e., for a period of more than one day to one year) Procurement of Power by Distribution Licensees through Tariff based bidding process” issued by Government of India)

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

TENDER NO: ED(PM)/2026-27/242, Dated 22.06.2026; Event No: CESC/Short/26-27/ET/30; RA No: CESC/Short/26-27/RA/30

Clarifications-1

Dated: 29.06.2026

Sr. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Comments of CESC/Amended Clause
1.	RFP	<p><u>Clause No. 6 (Tariff Structure):</u> <u>Since delivery point for inter-state generator shall be CTU – ER i.e., Eastern Regional (ER) periphery, we understand that CESC will bear ERLDC operating charges and ERLDC application fees. Please clarify.</u></p> <p>And as per bid document, “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.”</p> <p><u>We understand that in addition to the charges of energy delivered at Delivery Point CESC will also bear GNA/T-GNA charges, ERLDC operating charges and ERLDC application fees, WB State transmission charges, WB state SLDC operating charges and application fees etc. Please clarify.</u></p>		<p>Pls refer to clause 6. TARIFF STRUCTURE: ...” For avoidance of doubt, in case of Inter-state transaction...”</p> <p>Also please refer to clause 18.2 BOOKING OF TRANSMISSION CORRIDORS: 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.</p>

Sr. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Comments of CESC/Amended Clause
		<p>Further, as per the tender document, it is mentioned that, " If the power is being supplied through alternate source, there shall be no change in tariff structure from that of the original source and any additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Seller(s)/Bidder(s). And in case of change of source, Seller/Bidder shall take prior consent of CESC."</p> <p><i><u>If our generator intends to provide power to CESC through an alternate source due to any reason, we understand that CESC shall permit this supply with additional charges(if any applicable). However, if CESC denies permission for this alternate source, no compensation shall be applicable on the Bidder. Request to kindly provide clarification on the same also.</u></i></p>		<p>The bidder's queries have been properly addressed by the above two clauses. Therefore, Existing provisions shall prevail.</p>
2.	RFP	<p>Clause No. 7,2,4(iv) (Earnest Money Deposit (EMD)/ Bank Guarantee (BG):</p> <p>As per the bid document, " In case the LOA is issued but Selected Bidder(s) are not in a position to fulfill the requirement, the EMD/CPG shall be forfeited as the case may be."</p> <p><i><u>In case trader being a successful bidder, successful bidder may accept the partial Lol quantum due to non-acceptance of some Lol quantum by any of its generator(s), in such case the Lol may be considered as partially accepted by the successful bidder. Accordingly, the EMD amount against the unaccepted quantum shall be forfeited by CESC Ltd. and rest of the EMD amount shall be refunded to the successful bidder. Request to kindly confirm on the same.</u></i></p>		<p>Existing provision shall prevail.</p>

Sr. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Comments of CESC/Amended Clause
3.	RFP	<p>Clause No. 8 (Validity of Tender and Offer):</p> <p>As per the bid document, Validity period of offer of Bidder shall be till the time of signing of Power Purchase Agreement (PPA).</p> <p>Further, as per clause 13 of tender document, "In case CESC fails to issue the LoA within a period of 15 days from the close of e-Reverse Auction (excluding the date of e-Reverse Auction), the successful bidder(s) shall have the option to exit without forfeiting the EMD".</p> <p>We would like to bring to your kind attention that as per the Clause No. 7.13 of the Short Term Guidelines issued by MoP, "In case the Procurer fails to issue the LoA within a period of 15 days from the close of e-Reverse Auction, the Successful Bidder(s) shall have the option to exit without forfeiting the EMD."</p> <p><i>Therefore, it is requested to kindly keep the bid validity period up to 15 days from E-Reverse auction date. Further, kindly clarify whether the bid validity period shall be including or excluding the day of e-Reverse Auction.</i></p>		<p>In the Event Table point No.9</p> <p>Signing of PPA:</p> <p>Existing Clause: Shall be intimated by CESC</p> <p>Revised Clause: Within 30 days of e-RA (Excluding the date of e-RA).</p> <p>As per Clause 9.0, VALIDITY OF TENDER AND OFFER: <i>Validity period of offer of Bidder shall be till the time of signing of Power Purchase Agreement (PPA).</i></p>
4.	RFP	<p>Clause No. 17.(iii) - (Power Purchase Agreement (PPA))</p> <p>As per the bid document, " The contracted power will be treated as deemed reduced for the period of transmission constraint. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC."</p> <p><i>We request to kindly consider the contract period unchanged irrespective of the actual power flow period and the power scheduled</i></p>		Existing provision shall prevail.

Sr. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Comments of CESC/Amended Clause
		<p><i>shall be considered full during that Force Majeure Event. Request to kindly modify the clause as requested.</i></p>		
5.	RFP	<p>Clause No. 22- "Payment"</p> <p>As per the bid document, " CESC shall provide standby Letter of Credit (SBLC) equivalent to 100% of the weekly energy corresponding to Contracted Capacity at the tariff indicated in PPA. SBLC shall be opened prior to commencement of supply of power."</p> <p><i>We request CESC to submit LCs for each month or one LC for the entire contract period. If LC is for entire contract period, then LC value to be provided with respect to highest billing month of highest quantum and not the average of the contract period:</i></p>		Existing provision shall prevail.
6.	RFP	<p>Clause No. 22(2) - "Payment"</p> <p>As per the bid document, " Bidders shall raise bills on account of open access charges paid to nodal RLDC/ SLDC on behalf of CESC to CESC. CESC shall reimburse the amount to Successful Bidder (s) within 7 (Seven) days (excluding the date of receipt of bill(s)) from the date of receipt of bill. In the event of the due date of payment being a Bank/Discoms holiday/closed, the next working day shall be considered as the due date of payment"</p> <p><i>It is requested to kindly modify the due date of payment of open access and T-GNA charges bill as per below mentioned:</i></p> <p><i>1. Billing of Open Access and T-GNA charges shall be on the same day or next day of receipt of approval from NOAR.</i></p>		Existing provision shall prevail.

Sr. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Comments of CESC/Amended Clause
		<p><i>Payment of Open Access and T-GNA charges shall be as per the due date mentioned in the approval received from NOAR</i></p>		
7.	RFP	<p>Clause No. 25 (PAYMENT OF LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE INSTRUCTED CAPACITY:</p> <p>As per the bid document, " Both the parties would ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the approved open access on monthly basis or actual period (if period is less than a month) during Contracted Period.</p> <p>25.2. In case deviation from CESC side is more than 15% of contracted energy for which open access has been allocated on monthly basis or actual period (if period is less than a month) during Contracted Period, CESC shall pay compensation at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract.</p> <p>25.3. In case deviation from Bidder side is more than 15% of contracted energy for which open access has been allocated on monthly basis or actual period (if period is less than a month) during Contracted Period, Bidder shall pay compensation to CESC at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% in the energy supplied and pay for the open access charges to the extent not availed by the CESC."</p> <p>Further, as per the bid document," Either party shall raise bill towards liquidated Damage. For any Liquidated Damage payable by CESC/Bidder as per above, bill shall be raised by Bidder/CESC as the case may be and payment shall be made within 30 working days from the date of receipt of bill."</p>		<p>The scheduling of power shall be w.r.t individual seller (generator) and the CESC Ltd. Therefore, the individual seller/CESC shall has the option to surrender the contracted quantum by 15% as per the terms of the tender doc clause No. 25.</p> <p>Please refer to Clause 25: <i>"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."</i></p>

Sr. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Comments of CESC/Amended Clause
		<p><u>1. We understand that both the parties individually have the option to surrender the contracted quantum by 15% and not in totality. Request to kindly confirm on the same.</u></p> <p><u>2. Kindly clarify the billing and payment cycle for compensation.</u></p>		
8.	RFP	<p><u>Clause No. 24 (LATE PAYMENT SURCHARGE):</u></p> <p><u>Clarification Requested</u> :LPS will be applicable on all due payments i.e. energy as well as open access, compensation charges and other charges ? Please confirm</p>		Existing provision shall prevail.
9.	PPA	<p><u>Clause No. 16 (Termination) of Draft PPA:</u></p> <p>Being a short-term contract, termination clause may be removed. Accordingly, Draft PPA maybe modified</p>		Existing provision shall prevail.