

SOLAR ENERGY CORPORATION OF INDIA LIMITED						
New Delhi						
No. SECI/C&P/IPP/11/0007/23-24/Clarifications-01						Dated: 17.11.2023
Clarifications to the queries on the RfS Selection of Solar Power Developers for Setting up of 1000 MW ISTS-connected Solar PV Power Projects in India under Tariff-Based Competitive Bidding (RfS No. SECI/C&P/IPP/11/0007/23-24 dated 13.10.2023)						
S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RfS	40.2	The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff- hereinafter referred to as “the range”- will be declared as Successful Bidders under the RfS	The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 5% of the L1 tariff- hereinafter referred to as “the range”- will be declared as Successful Bidders under the RfS	Requesting SECI to modify this clause as within a range of L1 + 5%.	Tender conditions remain unchanged.
2	PPA	4.4.1	The SPD will be allowed to revise the CUF of the Project once within first year after the date of commencement of power from first part capacity of the Project or full Project capacity, whichever is earlier. In case of revision in CUF, the revised CUF shall, in no case, be lower than the originally committed value.		Requesting SECI to allow the revision in CUF within one year after SCSD.	Tender conditions remain unchanged.
3	PPA	12.1	the term “Change in Law” shall refer to the occurrence of any of the following events pertaining to this project only after ____ [Enter the date of e-Reverse Auction (e-RA) conducted under the referred RfS]	"occurrence.....pertaining to this projefct only after Bid Submission...."	If there is a change in law after the bid submission, the impact would be on the tariff quoted and it cannot be revised upwards before the e-RA, as per the current clause.	Tender conditions remain unchanged.
4	RfS	6.4	The SPDs are free to change the Project location until the SCSD		Request for clarification: Does change in delivery point is allowed till SCSD?	The Clause has been suitably amended. Kindly refer amendments.
5	RfS	7.5	The Bidders are free to choose the ISTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options:		"As on date Sub-Station commissioning timelines have been provided till 2027 to 2030, however, evacuation may take more time as planning under GNA depenedent on demand and not on PPA contracts. In such case, S/s may be available at the time of SCSD but evacuation may not be available, which could be seen in the reports of CTUIL. We request SECI to consider giving extension in such cases. Further, extension benefit provided in RfS comes into picture when evacuation available as on date of bid is coinciding or within the timelines of SCSD. We request SECI to consider giving extensions: - When S/s availability timelines itself are beyond PPA SCSD at the time of submission of Bid - When evacuation itself is beyond S/s commissioning dates at the time of submission of Bid."	Extension in this regard will be dealt in line with Clause 10 of the RfS.

6	RfS	9.2.d / PPA 4.6.2	<p>For delay in commencement of power supply beyond the date as per Clause 9.2.b above, the following shall be applicable:</p> <p>i. The Contracted Capacity shall stand reduced to the Project Capacity that has commenced supply of power until the date as per Clause 9.2.b.above, and PPA for the balance Contracted Capacity will stand terminated.</p> <p>ii. The SPD shall be debarred from participating in bids issued by any procurer, or any intermediary procurer as defined in the Guidelines, for the following period:</p> <p><input type="checkbox"/> For one year, in case of first default.</p> <p><input type="checkbox"/> For not less than 2 years, and not more than 3 years for second and any subsequent defaults.</p> <p>Starting date of the above debarment period shall be the date of debarment as notified by SECI.</p>		<p>We request to keep capping of any min capacity (%), only after not fulfilment of the same, the clause shall be applicable.</p> <p>For example:</p> <p>In case commencement of power supply from the Project is delayed beyond 6 months after the SCSD and RPD has commissioned less than 80% of Contracted Capacity, the RPD shall be debarred from participating</p>	Tender conditions remain unchanged.
7	RfS	17	It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 12 months after the SCSD of the Project.	It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 9 months after the SCSD of the Project.	Requests for amendment: SECI to allow the PBG validity to 9 months after SCSD instead of 12 months.	Tender conditions remain unchanged.
8	RfS	18.3	Payment Security Mechanism (PSM) Charges: As part of the Payment Security Mechanism as brought out in the PPA, to be eligible for coverage from the PSM, the SPD will undertake to pay PSM Charges @Rs. 0.02/kWh to SECI, by offering a commensurate discount in the monthly tariff payment being made by SECI.		Request for clarification: is PSM refundable at the end of PPA tenure i.e after 25 years and what shall be the mechanism for recovery?	The PSM charges are non-refundable.
9	PPA	3.1.2	Also, any change in Delivery Point is allowed upto the date as on 12 months after the Effective Date. The above change in Delivery Point shall be allowed by SECI only in case the scheduled commissioning date of the ISTS-substation of the proposed revised Delivery Point is on or before the scheduled commissioning date of the existing Delivery Point of the Project, at the time of seeking approval of such change in Delivery Points by the SPD from SECI.	Also, any change in Delivery Point is allowed upto the date as on 18 months after the Effective Date. The above change in Delivery Point shall be allowed by SECI only in case the scheduled commissioning date of the ISTS-substation of the proposed revised Delivery Point is on or before the scheduled commissioning date of the existing Delivery Point of the Project, at the time of seeking approval of such change in Delivery Points by the SPD from SECI.	Request to allow change in Delivery Point upto SCSD-6 months i.e 18 months.	The Clause has been suitably amended. Kindly refer amendments.
10	PPA	4.4.1	The CUF declared by the SPD is _____(insert the amount as per SECI's LoA). The SPD will be allowed to revise the CUF of the Project once within first year after the date of commencement of power from first part capacity of the Project or full Project capacity, whichever is earlier. In case of revision in CUF, the revised CUF shall, in no case, be lower than the originally committed value.	The CUF declared by the SPD is _____(insert the amount as per SECI's LoA). The SPD will be allowed to revise the CUF of the Project once within first year after the date of commencement of power from first part capacity of the Project or full Project capacity, whichever is earlier. In case of revision in CUF, the revised CUF shall, in no case, be lower than the originally committed value.	<p>The declared CUF is envisaged at tentative land/ connectivity and other tentative site conditions. The actual CUF is unknown to Bidder at stage of Bidding.</p> <p>The CUF is subject to connectivity grant at desired substation, land availability, module consideration, site conditions, weather etc.. Therefore, the actual CUF of plant could be higher or lower than declared at the time of bidding. Thus, request SECI to allow the revision on both (+/-) side.</p> <p>Further, no such provision available in TBCD Guidelines. Also, In the case of Permanent outage of plant due to no default of SPD, Force Majeure, Grid unavailability, Off-take constraint etc.. downwards CUF revision shall be allowed on case to case basis.</p>	Tender conditions remain unchanged.

11	RfS	20.1	.....Further at the time of bid submission, for each Project, the bidder shall provide a tentative hourly generation profile for a representative day for a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA.....	.....Further at the time of PPA Signing, for each Project, the bidder shall provide a tentative hourly generation profile for a representative day for a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA.....	Submitting tentative hourly generation profile for a representative day for a single year should not be required at the time of bid submission. Request to accept proposed modification and Appendix-I to Covering Letter may be deleted.	Tender conditions remain unchanged.
12	PPA	4.4.1	.....In case of revision in CUF, the revised CUF shall, in no case, be lower than the originally committed value.....	.....In case of revision in CUF, the revised CUF shall, in no case, be lower than the allowable minimum CUF value (which is 17%).	As the actual performance can only be realised/understood after certain time from the commissioning, SPD should be allowed to revise the CUF on both the sides from originally committed value within one year after the commencement of the power. Original clause restricts the right of SPD to revise CUF on down side.	Tender conditions remain unchanged.
13	PPA	4.4.2	.....it will not be allowed to sell any excess power to any other entity other than SECI (unless refused by SECI).....	Note: Request to reframe/rewrite the clause. ".....SPD would be allowed to sell excess energy to third party only after giving the first right of refusal to the SECI/Buying Entity(ies)....."		Tender conditions remain unchanged.
14	PPA	10.5.2	If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50% of the invoice amount.....	Proposed Modified Provision as below: If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50% disputed amount and 100% of undisputed amount of the invoice	Request to accept proposed modification with the view to maintain the required liquidity and working caseflow at developer's end.	The Clause has been suitably amended. Kindly refer amendments.
15	PPA	12	Change in Law	Proposed Modified Provision as below: "The provisions for change in law shall be in accordance with the Electricity (timely recovery of cost due to change in law) Rules 2021 issued by Ministry of Power vide notification dated 22.10.2021 and amendments thereof issued from time to time for the events occurred from the last date of bid submission.		Tender conditions remain unchanged.
16	RfS	18.1	.....1st installment of the Success Charges, i.e. 50% of the above amount shall be paid to SECI within 30 days after issuance of LoA, and remaining 50% amount (i.e. the 2nd installment of the Success Charges) shall be paid prior to signing of PPA (PPA signing date to be intimated by SECI).	The payment has to be made by the SPD within 30 days of Signing of PPA.	As PPAs are signed post signing of PSA, hence it is requested to please consider the complete payment of Success charges post signing of PPA.	Tender conditions remain unchanged.
17	RfS	16	Earnest Money Deposit (EMD) of INR 9,28,000/MW (Indian Rupees Nine Lakhs and Twenty-Eight Thousand/MW) per Project in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission	.....valid for 7 months from the last date of bid submission	It is requested that EMD validity to be kept 7 months instead of 12 months as such a long duration of validity unnecessarily imposes additional costs on SPD and will impact on tariff.	Tender conditions remain unchanged.
18	RfS	17	Performance Guarantee for a value @ INR 23,20,000/ MW/ Project prior to signing of PPA	Performance Guarantee for a value @ Rs. 8.00 Lakh/MW/Project (INR 8,00,000/ MW/ Project) prior to signing of PPA.	PBG is too high, we request you to please reduce the amount.	Tender conditions remain unchanged.
19	PPA	10.2.3	The SPD shall issue the monthly Bill by deducting the discount of Rs.0.02/kWh as per Article 10.1.1 (strike out if not applicable), and all charges as per this Agreement for the energy supplied for the relevant Month based on Energy Accounts issued by RPC or any other competent authority which shall be binding on both the Parties		It is said that it's a discount by SPD on monthly bill, please clarify till when the PSM charges to be paid.	The Clause has been clarified in the amendments. Kindly refer amendments.

Note: All the queries received from various prospective bidders have been scrutinized and have been tried to be answered comprehensively. In case of any query not published here and is not covered under the Amendments issued to the RFS, it shall be construed in such cases, tender conditions shall prevail.