

SOLAR ENERGY CORPORATION OF INDIA LIMITED, NEW DELHI						
No. SECI/C&P/IPP/11/0023/24-25/Clarification-01				Date: 29.01.2025		
Clarification-01 to the Request for Selection of Solar Power Developers for Setting up 4.125 MW Grid-Connected Solar PV Projects in IIT Kharagpur Campus under RESCO Mode through Tariff-based Competitive Bidding (RIS No. SECI/C&P/IPP/11/0023/24-25 dated 29.11.2024)						
S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	-	-	-	Supply of power during construction	Kindly confirm if the Buying Entity will provide power during construction?	Power during construction shall be in the scope of the SPD
2	-	-	-	Payment security mehanism	Request you to kindly include the payment security mechanism from the Buying Entity. This will make the project bankable.	Tender clause remains unchanged.
3	RIS	3.4	Obtaining Net-metering and grid connectivity of the Project under this tender would be the responsibility of the SPD in accordance with the prevailing guidelines of the respective State Regulators (SERC or JERC) or Central Electricity Authority (CEA) or the DISCOM in the respective area. IIT Kharagpur ("Client Organization"), could facilitate connectivity and necessary approvals, however, the entire responsibility lies with the SPD only.	-	Kindly clarify if net metering is allowed in WB for 1 MW ground mounted @ pump house and for 3.115 rooftop @ campus premises.	Obtaining Net-metering/grid connectivity of the Project under this tender would be the responsibility of the SPD in accordance with the prevailing guidelines of the respective State Regulators (SERC or JERC) or Central Electricity Authority (CEA) or the DISCOM in the respective area.
4	RIS	7.4	The SPD shall apply for Net-metering approval with the respective DISCOM within 90 days of signing of PPA, failing which, the PPA will be liable to be terminated by the Client Organization, along with encashment of PBG for the respective Project.	The SPD shall apply for Net-metering approval with the respective DISCOM within 9 months of signing of PPA, failing which, the PPA will be liable to be terminated by the Client Organization, along with encashment of PBG for the respective Project.	To apply for net metering we need to submit application along with SLD, Modules certificates, Inverters certificates, project completion report. All this will be available towards the end of the commisiioning period andnot possible at the beginning 90 days.	Tender clause remains unchanged.
5	RIS	10.2 XIV	Source and amount of water to be supplied for module cleaning during O&M period shall be in the scope of SPD.	Source and amount of water to be supplied for module cleaning during O&M period shall be in the scope of Buying Entity.	Ther is no reasoanable rational for the SPD to source the water on its own.	Expense of water shall be borne by SPD as per the approved rates of Govt. of India, at a given point as per the requirements of the SPD, for periodic cleaning of the solar panels.
6	PPA	12.2 (b)	SPD Remedies: If a Buying Entity Default described in Sections 12.2(a) has occurred and is continuing, in addition to other remedies expressly provided herein, and subject to Section 13, the SPD shall be entitled to terminate this Agreement by serving a fifteen (15) days' notice and upon such termination the SPD at its discretion require Buying Entity to pay to the SPD, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPD. Further to the above remedies, SPD may exercise any other remedy it may have at law or equity or under the Agreement.	...and upon such termination the SPD at its discretion require Buying Entity to pay to the SPD, damages, equivalent to balance PPA charges for its contracted capacity, with the Project assets being retained by the Buying Entity.	This clause is one sided and ambiguous in nature. It gives an easy option to the Buying Entity to default and merely pay 6 months of charges. It does not consider the investment made by the developer. Mentioning that the SPD may seek any other available remedy with the above clause to exit by paying 6 months charges creates ambiguity.	Tender clause remains unchanged.
7	RIS	8.1	The declared annual CUF shall in no case be less than 15% for Project(s) to be set up in IIT Kharagpur Campus. (UPTO 25 Years)	Request you to please allow for CUF degradation year wise w.r.t. to Module degradation. The guaranteed CUF will be as per reduced year wise inline with module degradation.		Tender clause remains unchanged
8	RIS	12	MSEs (Micro and Small Enterprises) having valid UDYAM registration as on the last date of bid submission only are exempted from submission of Cost of the RIS document Bid Processing Fee & Earnest Money Deposit (EMD).	Request you to please Exempt Medium enterprises for submission of EMD AND Bid Processing Fees		Tender clause remains unchanged
9	PPA	8.3 (j)	Water: Expense of water shall be borne by SPD as per the approved rates of Govt. of India, at a given point as per the requirements of the SPD, for periodic cleaning of the solar panels.	Purchaser (Buying Entity) shall arrange raw water at a given point as per the requirements of the SPD at Zero cost, for periodic cleaning of the solar panels for the period of 25 years and at the time of execution of work at site.		Tender clause remains unchanged
10	PPA	-	-	Tree trimming should be in client scope. Deemed generation should be also applicable on tree shadow losses,	Additional clause to be added in PPA Document	Tender clause remains unchanged
11	PPA			Permission at client roof for O&M Purpose / Maintenance on all days	Additional clause to be added in PPA Document	As per clause 5.3.a of PPA, Buying Entity will provide full access of the site to SPD for installation, operation and maintenance of solar power plant during the period of Agreement.
12	PPA			In case of technical issue in Solar meter, the Inverter reading should be allowed		Tender clause remains unchanged
13	PPA			In case of break down / plant shut down, the developer should be allowed at client premises including weekly off/ holidays to get repair the faults to avoid unwanted loss in generation		As per clause 5.3.a of PPA, Buying Entity will provide full access of the site to SPD for installation, operation and maintenance of solar power plant during the period of Agreement.
14	PPA			Payment security mechanism to be added	Additional clause to be added in PPA Document	Tender clause remains unchanged
15	RIS	7.4	Note: The SPD shall apply for Net-metering approval with the respective DISCOM within 90 days of signing of PPA, failing which, the PPA will be liable to be terminated by the Client Organization, along with encashment of PBG for the respective Project.	Note: The SPD shall apply for Net-metering approval with the respective DISCOM within 9 months of signing of PPA, failing which, the PPA will be liable to be terminated by the Client Organization, along with encashment of PBG for the respective Project.	As per the clause 9.1 of the RFS, the scheduled commissioning is defined as 9 months from the effective date of the PPA. Hence, submitting net metering approval within 90 days may not be possible. Hence, Request Seci to change the clause as per above to remove ambiuity	Tender clause remains unchanged
16	RIS	8.1	The Bidders shall declare the annual CUF of the Project at the time of submission of response to RIS, and the SPDs shall be allowed to revise the same once within first year after COD. Thereafter, the CUF for the Project shall remain unchanged for the entire term of the PPA. The declared annual CUF shall in no case be less than 15% for Projects to be set up in IIT Kharagpur under this RIS	The bidder shall declare the estimated and guaranteed generation in a form of a schedule from Year 1 to Year 25. The same shall be maintained every year.	As the solar modules go through some deration year on year. It is not practical to maintain the same CUF year on year. Moreover, as the space is limited and bidder will try and utilize all the available space for solar installation.Adding more modules to make up for module deration may not be possible. Hence, it is recommended that that we sign the a schedule of estimated and guaranteed generation year on year from year 1 to year 25.	Tender clause remains unchanged
17	RIS	9.2	The SPD shall be permitted commission the project even prior to SCD. Early commissioning of the Project will be allowed solely at the risk and cost of the SPD, however, procurement of such energy from such early commissioned Project will be based on mutual agreement between all the parties i.e. SPD and Client Organization. In case the Client agrees to purchase energy from such early commissioned Project prior to SCD, such energy will be purchased by Client Organization at PPA tariff	The Client organization should compulsorily procure power at the PPA tariff for early commissioning.	As the PPA will start from the date of commissioning and not the schedule date of commissioning and the tenure will be in effect from the date of commissioning. It is best if the client can start using power from actual commissioning date as well. In a scenario if the bidder is able to commission the project early, he will be penalized to wait till SCD to start billing and supply power. which will result in the bidder causing unnecessary delays in the project execution	Tender clause remains unchanged
18	RIS	10.2 iv	Replacement of defective Modules, Invertors/PCUs and other equipment, as and when required, will be carried out within 15 working days from the date of reporting of defect which can be extended based on the site accessibility, etc. as mutually agreed by the two parties	Replacement of defective Modules, Invertors/PCUs and other equipment, as and when required, will be carried out as soon as possible from the date of reporting	As this is a long term arrangement for 25 years. There might be some changes in tecnology. Also, some spares might need to be imported which could have a lead time. Hence, it is requested to please amend the bidder should replace the equipment as soon as possible. hence, delaying the same will be a direct loss of revenue for the bidder.	Tender clause remains unchanged
19	RIS	10.2. xiv	It is up to SPD and Client to mutually decide on the source and amount of water to be supplied for module cleaning during O&M period	The client should provide water free of cost for constuction and O&M period.	As this is a rooftop project and at the client location and client already has arrangements for water for internal usage purposes. It will be difficult for the SPD to arrange its own source of water at an external location. Hence, we request you to amend this clause	Expense of water shall be borne by SPD as per the approved rates of Govt. of India, at a given point as per the requirements of the SPD, for periodic cleaning of the solar panels.
20	RIS	Format 7.4	Format for Board Resolution and Power of Attorney	General Board resolution and Power of Attorney	SECI to consider accepting a general board resolution authorizing the authorized signatory to sign the relevant documents. As The Current board resolution is specific to participating in this SECI tender only.	The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
21	RIS	Annexure G	The combined wattage of all inverters should not be less than rated capacity of power plant under STC.	Remove this clause	SECI to remove this clause as this directly clause 8 of Annexure A Higher DC capacity arrays so as to achieve AC capacity limit as mentioned above for injection of energy at the delivery point to comply with the committed energy to be supplied under the PPA is allowed.	Tender clause remains unchanged
22	RIS	Annxure G	The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the Distribution Code/Supply Code of the State and amended from time to time.	Remove this clause	The interconnection voltage should be mutually decided basis conditions at the site, in rooftop projects, it is advisable that interconnection is done at the building itself to reduce losses and cable costs. Hence, RIL requests SECI to remove this clause as it may cause confusion during proiet execution	Tender clause remains unchanged

23	PPA	PPA	General	Adding change in law	<p>Seci to incorporate a change in law clause in the PPA. The power purchase agreement to be signed is for 25 years and the bidder should be given relief on account of any change in law during the tenure of the PPA and also from the date of submission of the bids to eventual PPA signing.</p> <p>We propose the following addition</p> <p>“Change in Law” means the occurrence of any of the following events after the Effective Date, resulting into any additional recurring / non-recurring expenditure by the SPD or any adverse implications on the assured income, due to such changes in law, to the Generator:</p> <p>-the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law; , including the charges which may be levied from time to time as notified with prospective or retrospective effect or;</p> <p>-change in interpretation of any Law by competent court, tribunal or Indian Government Instrumentality provided that such interpretation is by a final authority for the relevant Law;</p> <p>-the imposition of a requirement or change in requirement for obtaining any Approvals</p>	Tender clause remains unchanged
24	PPA	PPA	General	Adding payment security	<p>seci to implement a payment security mechanism. As the bidder aims to sign a long term power purchase agreement with the ministry. A payment security mechanism essential to protect the interest of the bidders and make the project more bankable.</p> <p>Guidelines for competitive bidding also has a robust payment security mechanism. Hence, it is requested that this tender adopts the same</p>	Tender clause remains unchanged
25	PPA	2	This Agreement shall be effective from the date of signing of this Agreement	<p>This Agreement will become effective, valid and binding upon the date (“Effective Date”) of the occurrence of the last of the following events:</p> <p>the SPD has obtained all the necessary and relevant Approvals for the performance of its obligations under this Agreement;</p> <p>the buying entity has handed over the peaceful and vacant possession of the Premises to the Seller;</p> <p>The buying entity has approved shop drawings as per clause 4.1 f</p>	As the time lines are stringent for installation, we request Seci to start the time period for installation after conditions precedents from the buyer side is over. As any delay of there things may cause further delay in the project execution timelines	Tender clause remains unchanged
26	PPA	5.3a	Buying Entity will also provide restricted access of the Premises to SPD for operation and maintenance of solar power plant.	Buying Entity will also provide unrestricted access of the Premises to SPD for operation and maintenance of solar power plant.	SECI to change this to unrestricted access to allow the SPD to perform O&M as per its need to fulfill the obligations under this PPA	As per clause 5.3.a of PPA, Buying Entity will provide full access of the site to SPD for installation, operation and maintenance of solar power plant during the period of Agreement.
27	PPA	5.3 C	System Disruptions	<p>The following will also be covered as system disruptions</p> <ol style="list-style-type: none"> 1. Any network unavailability 2. Any Repairs or shutdowns at buying entity's premise 3. Electricity Grid Outages 	As these disruptions are beyond SPD control and have a direct impact on SPD revenue and SPD generation commitments	Tender clause remains unchanged
28	PPA	5.3 C	Deemed Generation	<p>Deemed Generation should also be applicable in the following conditions</p> <p>Any generation loss owing to vegetation growth, construction of new structures/ building in and around the plant that would cast a shadow on the Plant up to the Area of Influence.</p> <p>“Area of Influence” shall mean an area within and outside the Site where any modification of existing structures or new structures can cause shadow that may adversely affect the generation from the Power Station</p>	As in a time span of 25 years, changes in the structure of the premise or the premise near it is a possibility. Hence, it is requested to add the clause to compensate SPD for the same	Tender clause remains unchanged
29	PPA	14.1 and 14.2	Assignment and Novation	<p>Permitted assigns should be incorporated which are as follows:</p> <ul style="list-style-type: none"> - liens arising by operation of Law (or by an agreement evidencing the same) in the ordinary course of business of the Project and/or the Generator; - mortgages / pledges / hypothecation of project assets and their related documents of title, arising or created in the ordinary course of business of the project, and as security only for indebtedness to the lenders and / or for working capital arrangements for the Project and / or the SPD; - assignment of rights, interest and obligations of the SPD to or in favour of the lenders of the Project; - liens or encumbrances required by any law. - assignment of rights, interests and obligation of the Generator under this Agreement in favour of any SPD Affiliate. 	In most cases, solar power projects are bundled and kept in a separate spv for corporate governance. Hence, in this regard, we request to allow assignment and novation with prior information of the buying entity. This will ensure PPA is more bankable	Tender clause remains unchanged
30	PPA	8.3 j and k	Water and auxiliary power	Buying entity to provide water and auxiliary power free of charge to the SPD for construction and O&M purposes	As this plant is in the buyer premise, it is requested that water and auxiliary power is arranged by the buying entity	Tender clause remains unchanged
31	PPA	12.2b	subject to Section 13, the SPD shall be entitled to terminate this Agreement by serving a fifteen (15) days' notice and upon such termination the SPD at its discretion require Buying Entity to pay to the SPD, damages, equivalent to 6 (six) months, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the SPD	Remove this clause	This clause can not be accepted as 6 months of payment to be done for Buying entity default may not be advisable to transfer the Asset. Hence, it is requested that we arrive at comprehensive formula for termination. We recommend agreeing a schedule for termination values from year 1 to year 25	Tender clause remains unchanged. It is clarified that the asset is retained with SPD.
32	PPA	8.3	Relocation	<p>The Buying Entity shall not make any changes in the Site in manner that shall reduce the generation or adversely affect the operation and maintenance of the System.</p> <p>If during the Term of the PPA the alienation of the Site becomes inevitable then the Buying Entity shall provide to the SPD alternate site.</p> <p>During any interruption in generation during an event such as relocation, the SPD will continue to be billed towards Deemed Generation, for the affected System.</p> <p>In case , there is requirement for change in Site/location , and the new location is not agreeable to either of the parties, then in such a case, the Buying Entity shall be obligated to make the Termination Payment to the Generator.</p>	The current clause only covers temporary relocation. As this is a long term power purchase agreement. A situation may arise when there is a need for permanent relocation of the project site. RIL requests Seci to add the following clauses	Tender clause remains unchanged
33	RFS	32.2	The bidder should have a minimum Working Capital of INR 4.641 (Indian Rupees Four Crore Sixty-Four Lakh Ten Thousand Only) as on the last date of previous Financial Year, i.e., FY 2023-24 or as on the day at least 7 days prior to the bid submission deadline. If the Bidder's working capital is inadequate, the Bidder should supplement this with a letter from the Bidder's lending institutions/ banks/ Financial Institutions approved by the Government from time to time, confirming availability of the line of credit for more than or equal to INR 4.641 (Indian Rupees Four Crore Sixty-Four Lakh Ten Thousand Only) to meet the working Capital requirement.	-	We would like to inquire if an existing Fixed Deposit (FD) amount equivalent to or greater than INR 4.641 Crore would be acceptable to qualify as working capital under the terms of the bid. Please confirm.	Tender clause remains unchanged

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.