

SOLAR ENERGY CORPORATION OF INDIA LIMITED, NEW DELHI						
No. SEC/C&P/IPP/14/0012/24-25/Clarification-01				Date: 29.01.2025		
Clarification-01 to the Request for Selection (RIS) of Solar Power Developers for setting up of 2112 kW Grid-Connected Rooftop Solar PV Projects under RESCO Mode through Tariff-based Competitive Bidding (RIS No. SEC/C&P/IPP/14/0012/24-25 dated 29.11.2024)						
S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RIS	7.3	Metering arrangement of each Project shall have to be adhered to in line with relevant clauses of the PPA. The entire cost of transmission (if applicable) including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the SPD.	As the SPD can connect the power generated to the interconnection point and can bear the cost of Net Meter alone. The wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection should be exempted for the SPD		Tender clause remains unchanged.
2	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.	The Client has to provided all the safety certificates issued to them till date until the signing of PPA, along with stability report for their building to obtain NOC.		Tender clause remains unchanged.
3	RIS	17.2	The Service Charges will be calculated on the total Project capacity for which PPAs are signed by the SPD. These charges will be payable in two installments as follows: (i) 50% to be paid within 30 days of issuance of LoAs by SECI, and (ii) Remaining 50% to be paid to SECI prior to signing of PPA. In case of any reduction/addition in the total Project capacity for which PPAs are executed, the second installment of 50% will be adjusted suitably. Both the installments of Service Charges paid to SECI are non-refundable.	We request SECI to provide minimum 60 days time to submit the Service charges. As we have to close the financial clousure of the project with our bankers.		Tender clause remains unchanged.
4	RIS		9 TOOLS & TACKLES AND SPARES a) After completion of installation & commissioning of the power plant, necessary tools & tackles are to be provided free of cost by the bidder for maintenance purpose. List of tools and tackles to be supplied by the bidder for approval of specifications and make from SECI/ owner.	As this is an PPA project where the onus of maintenance of the plant performance lies with the developer, hence we request you to remove this condition.		Tender clause remains unchanged.
5	RIS		HT-11kV (more likely will be upgraded to 33kV by April 2024)	There is an Security deposit of Rs.1000 / kW, kindly let us know who will bear the cost, as beneficiary the payment has to be paid from the owners account.		Any charges with respect to Grid Connectivity/Net Metering shall be borne by SPD.
6	RIS	C. SPV MODULES	Only indigenous manufactured (Cells and Modules) (DCR satisfied) PV Panels of Mono PERC type of 500 Wp or higher capacity with front glass of low Iron and Tempered glass with ARC coating, PID Free & UV Resistant encapsulate with 144 half cut MONO PERC cells per module minimum with a photo conversion efficiency above 20% should be used in the power plant	As it is RESCO project and We request you to provide exemption from using DCR panels. (As investment belongs to the SPD, and he is not going to avail any benefits from the Government.)		The Scope of Work is specific for NIT Calicut Campus. Tender clause remains unchanged.
7	RIS		Provision of Water for cnstruction and for Operation and maintenance.	We request the buying entity to provide water free of cost to the SPD for operation and maintenance purpose.		Refer to Clause 10.2.xiv of the RfS document. Further, 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.
8	RIS		Trimming of trees when ever required for plant performance	We request the buying entity to trim the trees free of cost to the SPD for operation and maintenance purpose.		Tender clause remains unchanged.
9	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.
10	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). F	Request you to please Exempt Medium enterprises for submission of EMD AND Bid Processing Fees		Tender clause remains unchanged.
11	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, RIL Requests Seci to change the clause as per above to remove ambiguity	Tender clause remains unchanged.
12	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 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.
13	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 (COD) and not the Schedule date of commissioning (SCOD) 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.
14	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 technology. 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.
15	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.
16	RIS	Format 7.4	Format for Board Resolution and Power of Attorney	General Board resolution and Power of Attorney	Requests 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.
17	RIS	Annexure G	The combined wattage of all inverters should not be less than rated capacity of power plant under STC.	Remove this clause	Requests 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.
18	RIS	Annxure H	Only indigenous manufactured (Cells and Modules) (DCR satisfied) PV Panels of Mono PERC type of 500 Wp or higher capacity with front glass of low Iron and Tempered glass with ARC coating		Please clarify if the modules should be ALMM certified or DCR certified modules requests 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. We propose the following addition "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 SPDor any adverse implications on the assured income, due to such changes in law, to the Generator: - 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; - change in interpretation of any Law by competent court, tribunal or Indian Government Instrumentality provided that such interpretation is by a final	The Scope of Work is specific for NIT Calicut Campus. Tender clause remains unchanged.
19	PPA	PPA	General	Adding change in law		Tender clause remains unchanged.
20	PPA	PPA	General	Adding payment security	Requests 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. Guidelines for competitive bidding also has a robust payment security mechanism. Hence, it is requested that this tender adopts the same	Tender clause remains unchanged.
21	PPA	2	This Agreement shall be effective from the date of signing of this Agreement	This Agreement will become effective, valid and binding upon the date ("Effective Date") of the occurrence of the last of the following events: the SPD has obtained all the necessary and relevant Approvals for the performance of its obligations under this Agreement; the buying entity has handed over the peaceful and vacant possession of the Premises to the Seller; The buying entity has approved shop drawings as per clause 4.1 f	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.

