SOLAR ENERGY CORPORATION OF INDIA LIMITED, NEW DELHI

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No. SECUC&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									
				(RfS No. SECI/C&P/IPP/14/0012/24-25 dated 29.11.2024)	The same of the sa				
S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response			
1	RfS	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 changes, 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 SPO.	As the SPD can connect the power genrated to the interconnection point and can bear the cost of Net Neter 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	RfS	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 safty 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	RfS	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: The second of the 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	RfS		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	RfS		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 benificiary 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	RfS	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 Calcicut Campus. Tender clause remains unchanged.			
7	RfS		Provision of Water for enstruction 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 bome by SPD as per the approved rates of Govt. of India, at a give point as per the requirements of the SPD, for periodic cleaning of the solar panels.			
8	RfS		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	RfS	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) MCE_(Miss_ord Small Enterprises) having valid UDYAM positive to a conthalest data of hid submission.	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	RfS	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 RfS document, Bid Processing Fee & Earnest Money Deposit (EMD). F	Request you to please Exempt Medium enterprises for submission of EMD AND Bid Processing Feees		Tender clause remains unchanged.			
11	RfS	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 ambiuity	Tender clause remains unchanged.			
12	RfS	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 recommend 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	RfS	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 cheric an 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	RfS	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 tenology. 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	RfS	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	RfS	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 identit of the entity passing the resolution.			
17	RfS	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	RfS	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	The Scope of Work is specific for NIT Calcicut Campus. Tender clause remains unchanged.			
19	PPA	PPA	General	Adding change in law	receptess Sect to mecoporate a canage in any causes 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 tules and regulations framed pursuant to such Law; including the changes which may be levised 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	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 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.			

22	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.	RIL requests SECI to change this to unresrticted 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.			
23	PPA	5.3 C	System Disruptions	The following will also be covered as system disruptions 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			
24	PPA	5.3 C	Deemed Generation	Deemed Generation should also be applicable in the following conditions 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. "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	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			
25	РРА	14.1 and 14.2	Assignment and Novation	Permitted assigns should be incorporated which are as follows: -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	e Tender clause remains unchanged			
26	PPA	8.3 j and k	Water and auxilary 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			
27	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.			
28	PPA	8.3	Relocation	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. 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. 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. In case, there is requirement for change in Site/Joeation, 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.	The current clause only covers temporary relocation. As this is a long term power purchase agreement. A situtation 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			
29	Annexure C	3	NIT CALICUT		Net metering limit for kerela is 1 MW. Please confirm if we can restrict the capacity to .9 MW Ac and achieve the remaining through DC overloading	SPD is required to comply with the State Regulations			
30	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			
31	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			
32	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.			
33	PPA			In case of technical issue in Solar meter, the Inverter reading should be allowed		Tender clause remains unchanged			
34	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.			
35	PPA			Payment security mechanism to be added	Additional clause to be added in PPA Document	Tender clause remains unchanged			
36	RfS	ANNEXURE-H Claus No.C	TECHNICAL SPECIFICATIONS- ROOKTOP SOLAR SYSTEM AT NIT CALICUT CAMPUS	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	As per the Annexure-H, Clause No.C, The Proposed DCR Panels used for NIT Calicat Only, SO we are Assuming Non-DCR Panels for NIT Raipur as per the Tender.	The Scope of Work is specific for NIT Calcicut Campus. 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 RIS, it shall be construed in such cases, tender conditions shall prevail.								