

SOLAR ENERGY CORPORATION OF INDIA LIMITED						
New Delhi						
Ref. No. SECI/C&P/IPP/11/0006/25-26/Clarifications-01				Date: 04/10/2025		
Clarifications to the queries on the RfS for Selection of Solar Power Developers for Setting up of 1200 MW ISTS-Connected Solar PV Power Projects with 600 MW/3600 MWh Energy Storage Systems (ESS) (SECI-ISTS-XXI) (RfS No. SECI/C&P/IPP/11/0006/25-26 dated 19.06.2025)						
S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RfS	20.4	....(ii) Notwithstanding the actual PPA signing date, the Effective Date of the PPA shall be the date as on 15 days after the date of above intimation by SECI	Request for modification: '- Effective Date of the PPA shall be the actual date of signing of the PPA.	If after the intimation, PPA signing is delayed on account of any scenario which is not SPD's default e.g. delayed PSA, delays from SECI's side etc., SPD's timelines for PPA milestones will start from a date before the actual signing of the PPA	Tender conditions remain unchanged.
2	RfS	34.3	Foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selection as successful Bidder, it shall form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of PPA	Request for clarification: '-Can a Foreign Company participate in the bid and execute PPA <b>with more than one SPVs</b> (which will be Indian companies registered under the Companies Act, 2013)? In this case, there will be more than one Indian SPVs (all of them as subsidiary of Foreign bidding company) each housing a separate project and will sign separate PPAs.		Kindly refer Clause 34.6 of the RfS.
3	RfS	16.4	The BG towards EMD shall be encashed by SECI in following cases: a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;	Please clarify the meaning of due date. Does it refer to the last date of bid submission		Yes
4	PPA	10.5.7	For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, SECI shall, without prejudice to its right to Dispute, be under an obligation to make payment of undisputed amount or 50% of the invoice amount, whichever is higher, in the Monthly Bill.	<u>Request for modification:</u> <b>For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice,SECI shall, without prejudice to its right to Dispute, be under an obligation to make payment of 95% of the invoice amount in the Monthly Bill.</b>	We request to revise the clause based on our request for above clause	Tender conditions remain unchanged.
5	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 undisputed amount or 50% of the invoice amount, whichever is higher, and it shall within thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out: i) the details of the disputed amount; ii) its estimate of what the correct amount should be; and iii) all written material in support of its claim.	<u>Request for modification:</u> <b>If SECI disputes the amount payable under a Monthly Bill or Supplementary Bill as the case may be, it shall pay 95% of the invoice amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (Bill Dispute Notice) to the invoicing Party setting out:</b> <b>i) the details of the disputed amount;</b> <b>ii) its estimate of what the correct amount should be; and</b> <b>iii) and all written material in support of its claim.</b>	We request you to please provision for paying 95% of disputed amount under a monthly or supplementary bill. SECI also has below given provision in the PPA: 10.5.2 If SECI disputes the amount payable under a Monthly Bill or Supplementary Bill as the case may be, it shall pay 95% of the invoice amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (Bill Dispute Notice) to the invoicing Party setting out: i) the details of the disputed amount; ii) its estimate of what the correct amount should be; and iii) and all written material in support of its claim.	Tender conditions remain unchanged.
6	PPA	10.2.2.	SPD may raise Monthly bill based on the provisional REA published at RPC of the Buying Entity, the final adjustments in bill, if any, may be done on the basis of the final REA along with Debit/Credit Note. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the Applicable Tariff.	<u>Request for modification:</u> <b>SPD may raise Monthly bill based on the provisional REA published at RPC of the SPD for energy recorded at the Delivery Point/Interconnection Point, the final adjustments in bill, if any, may be done on the basis of the final REA along with Debit/Credit Note. The Monthly Bill amount shall be the product of the energy as per Energy Accounts and the Applicable Tariff.</b>	Using provisional REA published at RPC of the Buying Entity could lead to a dispute on the energy data to be used. If energy data at the State Periphery is considered then billing would be less than the actual amount to be billed to the extent of losses in ISTS network as Tariff shall be at the Delivery Point (charges & losses upto Delivery point to be borne by SPD, thereafter by teh Buying Entity), which is Interconnection Point to the ISTS Substation.	Tender conditions remain unchanged.
7	PPA	3.1.2	Also, any change in Delivery Point is allowed up to the deadline for Financial Closure	The deadline till financial closure should be allowed to be extended if the reason for change is not attributable to SPD.		Tender conditions remain unchanged.
8	RfS	43.3	43.30 "JOINT CONTROL" shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).	43.30 "JOINT CONTROL" shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital or <b>Right to appoint majority director</b> ).	Right to appoint majority director is an important concept of Control as per various definitions and provisions of RfS and therefore companies where a shoreholder has 50% or less voting right and paid up share capital but enjoy the "Right to appoint majority director" should not be considered as JOINT CONTROL situation.	Tender conditions remain unchanged.
9	RfS	General	Selection of Solar Power Developers for Setting up of 1200 MW ISTS-Connected Solar PV Power Projects with 600 MW/ 3600 MWh Energy Storage Systems (ESS) in India under Tariff-Based Competitive Bidding	<p>This tender is for procurement of Solar power with Energy Storage of 6 hours, and we understand that Storage Component is technology agnostic and any ESS can be considered i.e. Pumped Hydro Storage Projects (PSP), BESS etc. As the requirement is of storage of 6 hours which is long duration energy storage, PSP is the ideal technology having significant benefits as compared to BESS and other technology available. There are various limitation for BESS with 6 hrs of discharge and not proven in market.</p> <p>Considering PSP are allowed significant changes needs to be made in tender document such as increase in Scheduled Commencement of Supply Date (SCSD), Financial Closure timeline for atleast 48 months for PSP, PPA tenure, criterion for ESS and RE co-location and other technical consideration.</p> <p>Therefore, we request SECI to align the tender specifications such that it is suitable for PSP.</p>	For long duration of Storage, PSP is proven and mature technology. Both technologies have different characteristics w.r.t construction timelines, operational parameters, useful life, degradation etc. BESS is more suitable for shorter storage durations (up to 4 Hrs), while PSP is ideal for long-duration energy storage (up to 6-8 Hrs).	Tender conditions remain unchanged.

10	RfS	6	<p>Project Location</p> <p>6.1 The Projects shall be located at the locations chosen by the Bidder/SPD at its own discretion of and cost, risk and responsibility. A single Project can be set up at multiple locations with different Delivery Points. The ESS component needs to be co-located with the Project, however, in case of a Project located at multiple locations, the ESS needs to be co-located with at least one of the components.</p>	<p>Request to modify the clause such that it is not mandatory for ESS component to be co-located with Solar component in case of PSP. PSP projects are site specific and hilly terrain is most suitable which are not ideal for Solar projects. Having co-locating ESS in case of PSP will be restricting and tariff discovery will not be competitive as sites with good Solar potential are away from hilly region. Further, co-location will be deterrent for PSP projects as no or very few PSP sites would be located near to good solar radiation land parcels. Thus, in case of PSP, requirement of co-locating with solar project should be removed.</p>	Tender conditions remain unchanged.
11	RfS	9.2	<p>The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on 24 months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.11.2025, then SCSD shall be 07.11.2027).</p>	<p>Request to kindly modify the clause as follows:</p> <p>The Scheduled Commencement of the supply Date (SCSD) for supplying power from the full Project Capacity shall be the date as on <del>48/54</del> months from the Effective Date of the PPA (for e.g. if Effective Date of the PPA is 07.11.2025, then SCSD shall be 07.11.20<del>29</del>).</p>	<p>In case of PSP, it involves complex designing and construction and higher risk in the project execution, which requires at 48/54 months time for commissioning of PSP project.</p> <p>Tender conditions remain unchanged.</p>
12	RfS	15	<p>Clearances Required from the State Government and Other Local Bodies:</p> <p>Note: The SPD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the PPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the SPD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.</p>	<p>In case of PSP approval, clearances and permits takes significant time and some of the approvals are dependent on each other and sequential, therefore filing application within 90 days is difficult as some approvals can be obtained once the dependent approval is obtained.</p> <p>In view of above, this clause should specify an upper limit of 18 to 24 months for obtaining the approvals from concerned authorities. In the event the delay beyond this timeline extension may be granted but SCSD shall remain the same.</p>	Tender conditions remain unchanged.
<p><b>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.</b></p>					