

Annexure II
Amendment I

Clarifications to Queries raised during Pre-Bid Meeting on 17.07.2017

NIT No: SECI/C&P/PT/2017/14			
Tender for Trading licensees for the Support Services for the purpose of facilitation of Trading of Power at Solar Energy Corporation of India Limited			
Sl. No.	Queries	Category	Clarifications
1	Need clarification regarding the actual timeline of the projects which are coming	Technical/Contracts	The various upcoming Projects are at different stages & upfront its practically not viable to commit for the exact schedule of Projects commissioning, as the same is dependent on various factors. However, looking at the past trends the capacities as mentioned in the tender should be available within in 13 months from the date of signing of PPA. As deliberated during the Pre Bid also, bidders have to quote accordingly assuming the suitable Manpower deployment combinations at SECIs control room. The current MW capacity & future capacity assumptions down the line are already mentioned in the tender document.
2	Kindly clarify Trading Licensee shall bear all other charges which otherwise not available with SECI	Technical	Trading licensee shall indemnify SECI for all financial implications which may arise because of wrong scheduling and/ or any issues related with the fault of Trading Licensee in raising invoices to Buying utility or releasing payment to SPD. Ignorance of any applicable law /rules/regulations shall not relieve the Trading licensee from discharging its functions as per Scope of Work of Tender.
3	Which specific software's are required or traders have to use ? Kindly clarify.	Technical	Traders are required to use SECI Licensed software to trade Solar power on long term basis. However, during malfunctioning of software, Trader may use excel sheets or any other software at its own cost which can facilitate Trader in discharging its functions as per Scope of Work of Tender and without any financial implication to SECI.
4	Long term PPA should be replaced with Medium term PPA as there is no difference in the operational work and many of the traders doesn't have long term PPA as long term PPA are generally between generator and state DISCOM's	Technical	Please refer the amendment issued wrt this tender document.
5	Payment due date should be reduced to 7 days. And if SECI under any obligation to disburse the amount to the successful bidder before/on due date then, please specify	Technical	Terms and conditions of the tender document will prevail
6	Trading Licensee must have handled short term power trading in past. Since there is not much difference between short term and long term power trading regulations. We, as a power trading company, are well versed and have experienced manpower handling multiple interstate and intrastate transactions of about 8350 MUs in FY 2016-17 under short term open access trading.	Technical	Please refer the amendment issued wrt this tender document.
7	Requested to include the margin for the trader in the monthly invoice or separate invoice for margin as per convenience.	Technical	Terms and conditions of the tender document will prevail
8	Payment shall be released within a credit period of 7 to 15 days from the date of invoice submission by the SPD. Credit period of 45 days is too long as the billing cycle is on monthly basis. It is requested to reduce the payment cycle as proposed considering the financial liabilities for providing the support services.	Technical	Terms and conditions of the tender document will prevail
9	As the document says about project which is yet to commission so the quantum available is subjective. Please provide the tentative quantum available for 1st year and 2nd year separately. With exact quantum it will helpful to us for estimation of our revenue generation from the services.	Technical/Contracts	Pl refer point No 1 for the clarification.
10	It is requested you to mention the meantime between issuance of "Notification of Award (NOA)" and execution of the 'Contract Agreement', to strategize the requirement of deputing the manpower and other support services	Contract	Successful bidder will be provided sufficient time to for strategizing the requirement of Manpower. On an average basis, 02 months time can be taken as reference for NOA from the date of opening of the bids, however same should not be treated as a benchmark as the actual timelines may vary based on the nature and complexity of a particular tender.
11	Kindly elaborate the term "all services required" mentioned in the clause 1(C), Section II.	Technical	All services here means the Scope of Work mentioned in the tender in addition to finding out the customer for such short term sale.
12	Please define "all other charges" to be borne by trading licensee as it will help to assess the commercial implications of the clause.	Technical	Please refer the amendment issued wrt this tender document.
13	Requested to kindly describe the "financial liabilities arises because of Power Scheduling".	Technical	Financial liabilities could be in the form of any sort of penalty imposed by the Regulator/Govt authority or any claim raised by SPD or any legal entity because of wrong scheduling .Above shall be substantiated with the documents, if claim is raised from SPD side .Further ,this is in addition to penal provision for default by Trading licensee in discharging the functions as stipulated in Tender document. Trading licensee shall indemnify SECI and its employees because of wrong or unlawful action of their employees in discharging their function from SECI premises as per the Tender.
14	It is requested to reduce the amount of Contract Performance Security, since the amount of INR 64,50,000/- (INR Sixty Four Lacs & Fifty thousand only) is on higher side considering it is a tender for providing the support services. Kindly consider to change the nature of performance security to revolving or to decrease the amount as per billing cycle so that it can safeguard the interest of both parties. Further the volume considered for CPG is as per entire capacity but commissioning of the same will take time which his not available so security amount should be as per total tentative generation and commissioned capacity.	Contract	Terms and conditions of the tender document will prevail.
15	Comments: It is requested to clarify that whether the support services are only meant for the inter-state transactions or would it cover intra state transactions also. As per scope of work mentioned in NIT, it seems that support services shall also extend to intra-state transactions like CERC compliance, Commercial billing, follow up and other commercial activities. Hence, it is requested that both inter-state as well as intra state transactions need to be covered and bidder shall raise the monthly invoice including inter-state as well as intra-state transaction. As per SECI- Form IV, both inter-State as well as Intra-State transactions are being reported to CERC, it is understood that the bidder shall consider the total trading volume (both Inter and Intra State transactions) while quoting their bids, for the purpose of working out cost for providing support services for Power Trading to SECI.	Technical	Terms and conditions of the tender document will prevail.

Annexure II
Amendment I

Clarifications to Queries raised during Pre-Bid Meeting on 17.07.2017

NIT No: SECI/C&P/PT/2017/14

Tender for Trading licensees for the Support Services for the purpose of facilitation of Trading of Power at Solar Energy Corporation of India Limited

Sl. No.	Queries	Category	Clarifications
16	Comment: It is requested to make it clear in detail all the required services for trading of power on Short term/Medium term/Long term. It is understood that making Application for seeking Short Term Open Access, Medium term Open Access and Long-term Access, Application for Connectivity to the Grid, required payment and charges in seeking Connectivity and Access shall not be in the scope of Work.	Technical	All such charges for application purpose shall be borne by SECI only. However, Trading licensee shall note that any rejection on account of non availability of infrastructure or for any other reason shall be on account of Trading licensee only. It is expected that Trading licensee, as and when desired, shall give the prudent advice in writing so that there is no financial liability on SECI.
17	Comment: Regarding, non-availability or non-functionality of SECI Power Trading licensed software, we would like to submit that the availability of the software/tools shall be in the scope of SECI. The bidder with its deployed resources will try to perform the trading activities in case of non-availability or non-functionality of SECI Power Trading licensed software, on best effort basis.	Technical	Terms and conditions of the tender document will prevail. Also refer SI no 3 for clarification in detail.
18	Comment: Trader shall assist in the settlement of all disputes related to the scheduling of power. However, Trader shall not indemnify SECI for all financial liability arises because of power scheduling, other than limitation of liability mentioned under clause 18 of GCC. Further, any travel to RLDCs/RPCs/SLDCs etc. related to resolving the dispute shall not be included in the scope.	Contracts	Tender terms and conditions shall prevail. For clarification on maximum liability Clause 18 of the Section V of the tender document may please be referred.
19	Comment: SECI shall assist Trader in case of any Commercial issue/dispute as Trader is not a party of PPA/PSA and not supposed to involve directly with SLDC/RLDC for intra/inter-state transactions. Further, SECI shall ensure that bills prepared by Trader are using the software/system as desired by SECI and same shall be installed by SECI at their cost.	Technical	Please refer Clause 1(D)(iii) of Section II of the tender document and clarifications as per above. Trader shall assist SECI in resolving disputes as per Clause 1(e) of Section II.
20	Comment: It is requested that since SECI is a party to both PPA/PSA, all follow up related activities with buyers/Sellers shall be dealt by them directly. It may kindly be noted that since payment from buyer (for sale of Wind/Solar) are to be directly credited in SECI's account, therefore it is suggested that SECI may follow up directly with buyers with the exact position of outstanding dues available with SECI. Any follow up from the bidder's end shall be from the SECI's office and shall not include any travel.	Technical	Trading licensee /Successful Bidder would follow up with the clients for payment collection on behalf of SECI. Above may include travel with or without SECI representative, if required.
21	It is suggested that the amount of Performance security may be calculated using the following formula. Performance Security Amount (Estimated Traded Volume i.e. 3578 MUs) 80%*(Lowest Bid Price in Rs/kWh) *(Contract period i.e. 2 years)	Contract	Terms and conditions of the tender document will prevail
22	Comment: It is requested to clarify that whether the support services are only meant for the inter-state transactions or would it cover intra state transactions also. As per scope of work mentioned in NIT, it seems that support services shall also extend to intra-state transactions like CERC compliance Commercial billing, follow up and other commercial activities. Hence, it is requested that both inter-state as well as intra state transactions need to be covered and bidder shall raise the monthly invoice including inter-state as well as intra-state transaction. As per form IV of SECI, it is learned that there are few Govt entities also apart from SPDs. Such entities including future Wind project developers under total project capacity of 2150 MW as mentioned in the tender, need to be considered while raising the invoice by the bidder.	Technical	Terms and conditions of the tender document will prevail
23	Comment: It is requested that billing cycle should also be mentioned i.e. Bidder shall raise the bill as soon as SPDs/Govt entities issuing the JMR/bill based on implemented schedule. It is further requested that due date of the payment should be reduced to 10 days from 45 days mentioned in NIT as 45 days due date is a very long period.	Technical	Terms and conditions of the tender document will prevail
24	Comment: It is requested that billing cycle should also be mentioned i.e. Bidder shall raise the bill as soon as SPDs/Govt entities issuing the JMR/bill based on implemented schedule. It is further requested that due date of the payment should be reduced to 10 days from 45 days mentioned in NIT as 45 days due date is a very long period.	Technical	Terms and conditions of the tender document will prevail
25	Comment: It is requested that billing cycle should also be mentioned i.e. Bidder shall raise the bill as soon as SPDs/Govt entities issuing the JMR/bill based on implemented schedule. It is further requested that due date of the payment should be reduced to 10 days from 45 days mentioned in NIT as 45 days due date is a very long period.	Technical	Terms and conditions of the tender document will prevail
26	Comment: It is requested that billing cycle should also be mentioned i.e. Bidder shall raise the bill as soon as SPDs/Govt entities issuing the JMR/bill based on implemented schedule. It is further requested that due date of the payment should be reduced to 10 days from 45 days mentioned in NIT as 45 days due date is a very long period.	Technical	Terms and conditions of the tender document will prevail
27	As per CERC Trading Licensee Regulation, for a Category II License, the volume of electricity proposed to be traded in a year including intra-state trading, cannot be more than 1500 Mus. However, as per the clause 1.3 under Section 1, introduction, the estimated quantum of power to be traded is approx. 3578 MUs. Therefore, it is felt that the category II Licensee may not have adequate resources to manage such a volume. Accordingly, it is proposed that only Category I Trading Licensee may be considered for bidding under this Tender.	Technical	As per CERC trading license regulation, SECI has already applied for the amendment for Trading license issued by CERC as the quantum is being exceeded as per the prescribed limit for Category II trading licensee. The trading licensee so selected against this tender shall only facilitate & provide the backend support for the scope of services defined in the tender document. This means that trading licensee shall deploy their skilled Manpower to handle the given assignments only & Trading licensee license shall not be actually utilized for the trading of Power.
28	Considering that SECI is expected to trade around 3578 MUs under LTOA it is felt that the bidders must have experience of handling at least 1500 Mus on an annual basis under LTOA so as to allow the bidder only with relevant experience to participate in the Tender. It may be noted that this is also in line with CVC guidelines which have suggested that bidders may be required to have executed at least 40% of similar works. SECI may request bidders to furnish details of LTOA transactions being carried out by the bidder as was being done in SECI's previous tender no. SECI/CONT/IND/73/2014 for similar works.	Technical	Kindly refer clarification provided in Point No 27. Rest terms and conditions of the tender document will prevail.

Annexure II

Amendment I

Clarifications to Queries raised during Pre-Bid Meeting on 17.07.2017

NIT No: SECI/C&P/PT/2017/14

Tender for Trading licensees for the Support Services for the purpose of facilitation of Trading of Power at Solar Energy Corporation of India Limited

Sl. No.	Queries	Category	Clarifications
29	Trading of Power under Long Term Agreement is different from transactions under Long Term Open Access. It may be noted that the modalities at the time of application and operationalisation in case of LTOA are totally different compared to short term open access transactions. A number of traders in their Form IV D declared the transactions under long term agreement as Long Term Power, however, as per our understanding the requirement of SECI is to assist in management of its LTOA contracts. Such traders may not have requisite experience of handling LTOA. Therefore, it is proposed that only traders with experience of handling LTOA transactions may be allowed to participate as was mentioned in SECI's previous tender no. SECI/CONT/IND/73/2014 dated 10.11.2014 for similar works.	Technical	Please refer the amendment issued wrt this tender document.