

**SOLAR ENERGY CORPORATION OF INDIA LIMITED
NEW DELHI**

Ref No. SECI/C&P/OP/15/0006/25-26/Amendment-01

Dated: 08.10.2026

Amendment-01 to Request for Proposals for Selection of Project Developer for setting up of 100 kW Rooftop Solar PV Power Project at NIWE Campus in CAPEX mode (RTSPV-C-T-II)

RfP No. SECI/C&P/OP/15/0006/25-26 dated 28.08.2026

S. No.	Clause No.	Existing Clause	Amended Clause
1	1.5	Employer shall enter into a Contract Agreement (CA) with the Successful Bidder selected based on the terms, conditions and provisions of the RfP document and CA. The standard CA document is available for download from the ISN-ETS portal https://www.bharatelectronicstender.com .	Employer shall enter into a Contract Agreement (CA) with the Successful Bidder selected based on the terms, conditions and provisions of the RfP document.
2	10.11.i	Subject to Force Majeure, if the Contractor fails to achieve Completion/ successful commissioning of Project in accordance with timelines as mentioned above or any extension thereof, then the Employer shall encash the Contract Performance Guarantee (CPG) as LD, an amount calculated @ half percent (0.5%) per week of the unexecuted value of the Contract Price (corresponding to the un-commissioned part/capacity), subject to the maximum limit of 7.5% of Contract Agreement's Price. This shall be without prejudice to the Employer's other remedies under the Contract.	Subject to Force Majeure, if the Contractor fails to achieve Completion/ Successful Commissioning of Project in accordance with timelines as mentioned above or any extension thereof, then the Employer/SECI shall encash the Contract Performance Guarantee (CPG) of 10% as LD on pro rata basis for next 3 months. This shall be without prejudice to the Employer's other remedies under the Contract. For calculation of LD, a month shall be considered as 30 days. Illustration: If the project commissioning is delayed by 20 days, then the LD shall be equal to (CPG amount * 20 / 90).
3	10.11.ii	Once the maximum limit of LD (7.5% of the Contract Price) is reached, Employer may consider the termination of CA and/or as an alternative ...	Once the maximum limit of LD (10% of the Contract Price) is reached, Employer may consider the termination of CA and/or as an alternative ...
4	10.11.iii	The Employer shall deduct the amount of such damages through encashment of	The Employer/SECI shall deduct the amount of such damages through encashment of

		Contract Performance Guarantee (CPG)....	Contract Performance Guarantee (CPG) or from the running bills of the Contractor.
5	14.6	All the payment shall be released from SECI's Head Office upon submission of Original Documents like MDCC, Delivery Challan, Warranty Certificate, LR, WCC, MRN, commissioning certificate, Handing over certificate, Insurance, PF, ESI, etc. as required and mentioned against each Milestone payment, duly certified by the authorized representative of Employer/SECI.	All the payment with respect to clause 14.3 above shall be released from SECI's Head Office upon submission of Original Documents like MDCC, Delivery Challan, Warranty Certificate, LR, WCC, MRN, commissioning certificate, Handing over certificate, Insurance, PF, ESI, etc. as required and mentioned against each Milestone payment, duly certified by the authorized representative of Employer/SECI. Further, the payment with respect to the O&M as per clause 14.4 shall be released by Employer/NIWE directly.
6	17	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 RfP document, Bid Processing Fee & Earnest Money Deposit (EMD). For a Consortium to be eligible for exemption ...	MSEs (Micro and Small Enterprises) having valid UDYAM registration as on the last date of bid submission only are exempted from submission of Bid Processing Fee & Earnest Money Deposit (EMD). Further, in line with Ministry of MSME Gazette Notification No. S.O. 4926(E) dated 18.10.2022, in case an MSE bidder is subsequently upward re-classified as a Medium Enterprise, such bidder shall continue to avail the aforesaid benefits for a period of three years from the date of such upward reclassification and, accordingly, shall be exempted from submission of the aforesaid Cost of the RfS document, Bid Processing Fee and EMD during such period. For a Consortium to be eligible for exemption ...
7	18.10	The Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards EMD of the successful Bidder shall be released subsequent to submission of Contract Performance Guarantee (CPG) by the Successful Bidder to Employer/Client.	The Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards EMD of the successful Bidder shall be released subsequent to submission of Contract Performance Guarantee (CPG) by the Successful Bidder to SECI.
8	73. iv.	Board Resolutions, as per prescribed formats enclosed as per Format 7.4 duly	In case of Company/Consortium, Board Resolutions, as per prescribed formats

		certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder: Board Resolution from the Bidding Company or all Member of the Consortium, as the case may be, in favour of the person signing the response to RfP and in the event of selection of the Projects and to sign the Contract Agreement with SECI. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.	enclosed as per Format 7.4 duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder: a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfP document and in the event of selection of the Projects and signing the Contract Agreement with client. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement. b. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement. In case of Proprietorship, Consent letter/ Self declaration on the letterhead of the bidder from the Owner of the Sole Proprietorship/ Proprietorship firm committing 100% (One Hundred Percent) of the equity requirement for the Project.
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9	73	x. Signed Integrity Pact between SECI and the Bidding Company as per Format 7.10. xi. Format for Indemnity Bond as per Format 7.11.	x. Format for Indemnity Bond as per Format 7.10 xi. Not used
10	73. xiii. a.	Memorandum of Association, Article of Association of the Bidder needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development. In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company at the time of bid submission, the bid submitted shall be treated as nonresponsive and shall be rejected.	In case of Company/Consortium, Memorandum of Association, Article of Association of the Bidder needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development. In case of LLP and Partnership, LLP Agreement or Partnership deed shall be submitted highlighting the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development. ➤ In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company/ any member of the bidding consortium, at the time of bid submission, the bid submitted shall be treated as non-responsive and shall be rejected. ➤ If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the

			objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of Contract Agreement .
11	73. xiii. b.	Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.	Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium. In case of proprietorship, the Bidder shall submit a copy of GST registration, PAN card, proprietorship registration certificate under shop and establishment act (if available). In case of Limited Liability Partnership, the Bidder shall submit a copy of Certificate of Incorporation under Limited Liability Partnership Act 2008 or equivalent law/act of respective state, GST registration, PAN card. In case of Partnership, the Bidder shall submit copy Certificate under Indian Partnership Act, 1932 or equivalent law/act of respective state, GST registration, PAN card.
12	93.5	Total Evaluated Bid Value shall be calculated as per the below mentioned procedure: Total Evaluated Bid Value (TEBV)=SOR 3 in INR = Total Price of (SOR 1+ SOR 2). Where: Schedule No. 1 (SOR 1): Ex-Works Supply of Plant and Mandatory Spare Parts from within the Employer's country (inclusive of GST) and Design, Civil Works, Installation, and Other Services (inclusive of GST/taxes) Schedule No. 2 (SOR 2): Net Present Value of O&M Price for the total O&M period.	Total Evaluated Bid Value shall be calculated as per the below mentioned procedure: Total Evaluated Bid Value (TEBV)=SOR 4 in INR = Total Price of (SOR 1+ SOR 2 + SOR 3). Where: Schedule No. 1 (SOR 1): Ex-Works Supply of Plant and Mandatory Spare Parts from within the Employer's country (inclusive of GST) and Design, Civil Works, Installation, and Other Services (inclusive of GST/taxes) Schedule No. 2 (SOR 2): _Freight, Design, Civil & Installation and Other Services Schedule No. 3 (SOR 3): Net Present Value of O&M Price for the total O&M period.

		Schedule No. 4 (SOR 3): Grand Summary of the Evaluated Bid Value – comprising Schedules No. 1 and 2.	Schedule No. 4 (SOR 4): Grand Summary of the Evaluated Bid Value – comprising Schedules No. 1, 2 <u>and 3...</u>
13	93.7	Total Evaluated Bid Value (TEBV) for all the Bidders shall be compared to determine the lowest Evaluated Bid Value (EBV) as given under SOR 3...	Total Evaluated Bid Value (TEBV) for all the Bidders shall be compared to determine the lowest Evaluated Bid Value (EBV) as given under SOR 4...
14	95.5	In case of delay in signing of Contract Agreement by Client Organization beyond the date as on 12 months subsequent to issuance of NoA, the NoA shall stand cancelled, and the EMD submitted by such Bidder shall be returned by SECI.	In case of delay in signing of Contract Agreement by Client Organization beyond the date as on 06 months subsequent to issuance of NoA, the NoA shall stand cancelled, and the EMD submitted by such Bidder shall be returned by SECI.
15	-	Format 7.14 FORMAT FOR SUBMISSION OF FINANCIAL BID (SCHEDULE OF RATES/ PRICE BID) Attached Separately ... 11. Bidder shall furnish following Forms of Schedule of Rates: - i. Schedule No. 1: Ex Works basis Supply of Plant and Mandatory Spare Parts Supplied from Within the Employer's Country on EXW basis (i.e., including GST) ii. Schedule No. 2: Net Present Value (NPV) of O&M Price including GST/Taxation for the total O&M period for the plant facilities to be calculated at a given discounting rate. iii. Schedule No. 3: Grand Summary (Schedule Nos.1 and 2) ...	Format 7.14 FORMAT FOR SUBMISSION OF FINANCIAL BID (SCHEDULE OF RATES/ PRICE BID) Attached Separately ... 11. Bidder shall furnish following Forms of Schedule of Rates: - i. Schedule No. 1. Plant and Mandatory Spare Parts Supplied from Within the Employer's Country ii. Schedule No. 2. Freight, Design, Civil & Installation and Other Services iii. Schedule No. 3. Operation & Maintenance iv. SCHEDULE NO 4 /SCHEDULE OF RATES [SOR-4] - GRAND TOTAL SUMMARY ...
16		The revised FORMAT FOR SUBMISSION OF FINANCIAL BID (SCHEDULE OF RATES/ PRICE BID) is attached as Annexure-1 to Amendment 1.	