

SOLAR ENERGY CORPORATION OF INDIA LIMITED						
New Delhi						
RfP No. SECI/C&P/OP/15/0005/26-27 dated 06.08.2026						Dated: 12.10.2026
Clarification-01: Request for Proposals for Selection of Project Developer for setting up of Grid connected 922.635 kW Rooftop Solar PV Power Project in CAPEX mode for various Client Organizations (CAPEX-I)						
S. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECT's response
1	RfP	1.3, 89.1 and 89.2	Project-A capacity is stated as 356.125 kW in the project list and Net-Worth table, whereas the Working Capital table states 326.125 kW.	Please confirm the correct Project-A capacity and issue corresponding corrections to the project schedule, EMD, Net-Worth, Working Capital, Service Charges, CPG and SOR wherever applicable.	The 30 kW difference affects eligibility, bid security, pricing and contractual obligations.	Pl refer to Amendment 1
2	RfP	10.1 / CA Article 4	The completion period is stated as six months from the Effective Date; however, the example states that an Effective Date of 10.10.2025 results in completion on 10.07.2026.	Please confirm whether the completion period is six months or nine months and correct the illustrative date accordingly.	The stated period and example are inconsistent and directly affect procurement and execution planning.	Pl refer to Amendment 1
3	RfP	12.2 & 13.3	The Defect Liability Period (" DLP ") shall be the duration between (and including) the date of Operation Acceptance by the Employer, to the date as on 12 (Twelve) months from the above date.	we understand the DLP is part of the prescribed O&M Period of 5 years.	This impacts the total contract duration	Terms & Conditions of the Tender document shall prevail
4	RfP	19.1, 95.1, 95.5 and 96.1	NoA constitutes formation of Contract; CPG is due within 20 days of NoA; CA is ordinarily to be signed within 30 days, while Client delay may continue up to 12 months before cancellation.	For CA signing delayed beyond 30 days for reasons not attributable to the Contractor, please provide extension/revalidation of bid price and CPG validity, reimbursement of CPG extension charges and adjustment of completion from the actual CA Effective Date. Permit withdrawal without EMD forfeiture after a reasonable long-stop date.	The Contractor should not bear price, financing and BG costs during prolonged Client-side delay before CA execution.	Pl refer to Amendment 1
5	RfP	84	Post Tender Negotiations	We understand that SECI will not negotiate the price part with the lowest bidder	Considering the tough competition in this sector, price negotiation shall not be entertained	Terms & Conditions of the Tender document shall prevail
6	RfP	87.7 & Form 7.8	The Bidder, Consortium Members, Affiliates and their directors shall not be wilful defaulters, barred or blacklisted as on bid submission.	Please clarify that where a company has been acquired by new promoters through an approved IBC/NCLT process, any default, debarment, blacklisting or adverse status attributable exclusively to the erstwhile promoters, management or directors prior to acquisition shall not render the company or present management ineligible, subject to submission of the NCLT order/sale certificate and supporting documents.	Transstroy (India) Limited is under new ownership and management after completion of the NCLT-approved acquisition in Oct 2022 ; Hence the present bidder should be distinguished from the erstwhile management.	The clause states that, the entities should not be wilful defaulters, barred or blacklisted as on the bid submission deadline.
7	RfP	87.8	Clause 87.8 refers to a fully owned subsidiary mentioned in Clause 87.6 and illustrates an immediate SPV structure; however, Clause 87.6 deals with bidders from countries sharing a land border with India.	Please identify the correct cross-reference and clarify whether incorporation/use of an SPV is permitted for a single bidder and/or consortium, together with required shareholding and lock-in conditions.	The cross-reference appears erroneous and the permitted project-company structure is unclear.	Terms & Conditions of the Tender document shall prevail
8	RfP	4.1-4.7, 37.2 and Annexure-B	Sites are offered on an as-is-where-is basis; the bidder assumes site-condition risks and layout/design changes arising from actual conditions without price adjustment.	Please provide roof drawings, structural reports, sanctioned-load details, SLDs, electricity bills, shadow data and waterproofing history before bid if possible. Any latent condition not reasonably discoverable during the permitted site visit should qualify for a Change Order and time extension.	A lump-sum price cannot reasonably include concealed structural defects or incomplete site information.	The bidder is free to conduct site visit of the respective sites prior to bid submission
9	RfP	15(vi), Annexure-B 3.12 and 11.3	The Contractor is responsible for specialised waterproofing guarantees, roof foundations and performance losses due to shadow.	Please clarify that rectification of pre-existing leakage, unsafe roofing, inadequate structural capacity and major roof strengthening shall be in Client scope or paid through a Change Order. Contractor liability should be limited to damage caused by its installation/workmanship.	Pre-existing building defects and structural inadequacy cannot be priced without detailed investigation.	Pl refer to Amendment 1

10	RfP	37.6, Annexure-B 4 and 11.1	Employer obtains connectivity permission, while the Contractor obtains other approvals. Meter installation including CT/PT is stated to be by DISCOM.	Please provide a responsibility matrix for application, procurement, payment and ownership of net/smart meter, generation meter, CT/PT, load enhancement, connectivity deposits, testing and DISCOM charges. Client/DISCOM delay should entitle time extension without LD.	The current allocation is incomplete and may lead to duplicated or unpriced obligations.	Pl refer clause 37.6 of RfP
11	SOR / RfP	SOR-1 Item 7; 14.3, 77 and 93.6	SOR-1 combines supply items with design, civil works, installation, testing and commissioning under an EXW supply schedule, while payment milestones and GST treatment differ for goods and services.	Please provide separate SOR lines for goods supply, civil/structural works, installation/EPC services and commissioning, with applicable GST and milestone payment treatment for each category.	Combining services and works under an EXW supply schedule creates GST classification, invoicing and payment ambiguity.	Pl refer to Amendment 1
12	SOR / RfP	SOR-1 instructions; 27.3, 77.11 and 96.4	SOR instructions cap GST reimbursement at the rate quoted, while Change in Law and Clause 96.4 provide for statutory GST variation.	Please confirm that statutory increase/new GST or cess after the cut-off date will be reimbursed under Change in Law even if it exceeds the SOR rate/amount, and that statutory decreases will be passed through.	The GST ceiling instruction conflicts with the statutory-variation provisions.	Terms & Conditions of the Tender document shall prevail
13	RfP	96.5 and SOR Note 15	Capacity changes are priced strictly pro-rata without compensation for overheads, loss of profit, idling or consequential costs.	Please value capacity change using the approved BBU/BOQ and actual affected quantities, with mutually agreed treatment of non-variable costs such as design, mobilization, metering, monitoring, approvals and site-specific civil works.	A uniform per-kW adjustment does not reflect fixed and site-specific costs for small multi-location projects.	Terms & Conditions of the Tender document shall prevail
14	RfP / CA	14.3(iii) / Article 6	Final 10% of total Contract Value is payable only after Final Acceptance following the first year of operation, while the Contractor also provides a 7.5% CPG.	Please release final 10% upon Operational Acceptance/commissioning, or permit release against an equivalent retention BG reducing automatically after the first operating year.	Withholding 10% for one year in addition to a 7.5% long-duration CPG creates disproportionate working-capital blockage.	Terms & Conditions of the Tender document shall prevail
15	RfP / CA	14.7 / Article 6	Undisputed invoices are targeted for payment within 45 days from EIC certification, but no certification deadline or late-payment interest is provided.	Require the EIC to certify or raise specific objections within seven working days; otherwise deem the invoice certified. Payments delayed beyond 45 days should carry interest at SBI one-year MCLR plus 2% per annum. Also the timeline of 45 days maybe changed to 25 - 30 days to have cash flow for the contractor and to avoid the unnecessary operational interest	A defined mechanism prevents indefinite certification/payment delay.	Terms & Conditions of the Tender document shall prevail
16	RfP	19.1 and 19.13	CPG equals 7.5% of total Contract Value and remains valid for about 70 months, including the full five-year O&M period, with release up to 75 days thereafter.	After Operational Acceptance, please reduce CPG to 7.5% of unexpired O&M value or allow a separate lower O&M guarantee, with annual reduction as each O&M year is completed.	Maintaining 7.5% of total EPC plus O&M value for nearly six years is disproportionate after plant acceptance.	Terms & Conditions of the Tender document shall prevail
17	RfP / CA	19.8 and Appendix A Clause 1	CPG may be encashed at Employer's sole discretion for broad defaults without an obligation to estimate loss, including delayed drawings/certificates and defect thresholds.	Provide written notice and reasonable cure period before invocation, except fraud/abandonment, and limit invocation to the demonstrable proportionate amount of uncured default. Drawing-delay invocation should apply only where the critical path is affected.	Entire security should not be called for minor or remediable breaches.	Terms & Conditions of the Tender document shall prevail
18	RfP / CA	10.10, 12.14-12.15, 53 and Appendix A Clause 2	Delay LD is capped at 7.5%, but Employer may additionally execute work at risk and cost, recover 110% of cost and pursue other remedies; overall liability is not clearly reconciled.	Confirm delay LD as sole monetary remedy for delay and aggregate Contractor liability, including LD, generation penalty and risk-cost recovery, capped at 100% of Contract Price (except fraud, wilful misconduct, IP infringement and third-party bodily injury), without double recovery.	Remedies should align with limitation of liability and avoid overlapping recovery.	Terms & Conditions of the Tender document shall prevail
19	RfP	10.7, 60.1 and 60.2	Employer-caused delay permits time extension but no price adjustment; Employer may require extra resources, extended hours, Sundays and holidays without additional cost.	Reimburse demonstrable idling, remobilization, BG/insurance extension and acceleration costs for Employer-caused delay beyond 30 days. Acceleration should occur only through an agreed Change Order.	The Contractor should not finance acceleration or prolonged deployment caused by Employer.	Terms & Conditions of the Tender document shall prevail
20	RfP	11.2	CUF is declared at bid, may be revised once within the first year, must be at least 15%, and attracts INR 4/kWh penalty below the lower band.	Permit CUF to be finalized/revised after approved design, confirmed AC/DC capacity, shadow analysis and the first full operating year. Clarify irradiation normalization, degradation, meter data, calculation period and partial-year treatment.	Reliable CUF cannot be fixed before final layout and verified operating data.	Terms & Conditions of the Tender document shall prevail

21	RfP / Annexure-B	11.2 and Annexure-B 11.3	CUF relief expressly covers Force Majeure and grid unavailability certified by Client, while shadow underperformance may be penalized.	Exclude loss caused by Client shutdown, restricted roof access, water unavailability, meter/communication failure, DISCOM curtailment, renovation, new Client-created shading, grid outage and other events not attributable to Contractor. Certification should use joint records, meter/SCADA data and hindrance register.	Contractor should be responsible only for controllable plant performance.	Terms & Conditions of the Tender document shall prevail
22	RfP / CA	12, 15 and Acceptance provisions	The documents provide a five-year workmanship warranty, Defect Liability Period, five-year comprehensive O&M and Final Acceptance after the first year, but their interaction/end dates are unclear.	Confirm that DLP/workmanship warranty and O&M run concurrently from Operational Acceptance and do not create successive periods. Replaced parts should carry the balance warranty or 12 months from replacement, whichever is later, without extending DLP of the entire plant.	Clear concurrent periods avoid unintended liability beyond the priced O&M term.	Terms & Conditions of the Tender document shall prevail
23	RfP / CA	25.1, 26.1 / Appendix A 7.1	Convenience-termination payment covers executed work and certain removal/subcontract costs but not expressly ordered off-site materials, irrevocable commitments or reasonable margin.	Include payment for conforming materials manufactured/procured or irrevocably committed, cancellation charges, demobilization, BG/insurance costs and reasonable overhead/profit on completed work, against transfer of title.	Contractor should be made whole for unavoidable commitments before convenience termination.	Terms & Conditions of the Tender document shall prevail
24	RfP	20.2, 20.6, 95.3 and 95.5	Service Charges are paid in instalments; refund is addressed for specified cancellations, while Client-side CA delay may continue up to 12 months.	Confirm full refund of both Service Charge instalments, including GST to the extent legally recoverable, where project is cancelled, reduced or not contracted for reasons not attributable to Contractor, including Client failure to sign CA or provide a viable site.	Contractor should not lose project charges where award cannot proceed for Client/SECI reasons.	Pl refer clause 20.5 of RfP
25	Clause 87.1 & 87.4	106, 119	Cl. 87.1: "The Bidder shall be a Company as defined."	Clause 87.4 expressly permits Proprietorship firms, whereas Clause 87.1 read with the definition at Clause 98.16 restricts the Bidder to a body corporate under the Companies Act, 2013. Bidders request SECI to confirm that a sole Proprietorship firm is eligible to participate and to be awarded the Contract under this RfP, and to amend/harmonise Clause 87.1 accordingly.		Terms & Conditions of the Tender document shall prevail
	read with Clause 98.16		Cl. 87.4: "Registered Partnership/ Limited Liability Partnership (LLP)/ Proprietorship firms ... are also allowed to participate under this RfP."			
			Cl. 98.16 defines "COMPANY" as a body corporate incorporated under the Companies Act, 2013.			
26	Clause 73 (xiii)(a)	91	"Memorandum of Association, Article of Association of the Bidder needs to be attached ... In case, there is no mention of the above provisions in the MoA/ AoA ... the bid submitted shall be treated as non-responsive and shall be rejected."	A Proprietorship firm has no Memorandum or Articles of Association. Since non-submission is stated to attract outright rejection, Bidders request SECI to specify the equivalent documents acceptable from a Proprietorship firm to demonstrate that its objects/business activity cover Power/Energy/Renewable Energy/Solar power plant development – for example, the Udyam Registration Certificate bearing the relevant NIC code, the GST Registration Certificate showing the nature of business, and/or a Shop & Establishment / Firm Registration Certificate.		
27	Clause 73 (xiii)(b)	91	"Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium."	A Proprietorship firm is not incorporated and therefore holds no Certificate of Incorporation. Bidders request confirmation that the Udyam Registration Certificate together with the GST Registration Certificate and Shop & Establishment/Firm Registration Certificate will be accepted in lieu thereof.		
28	Clause 73 (xiii)(c)	91	"A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary ..."	A Proprietorship firm has no share capital, shareholders, Parent or Ultimate Parent. Bidders request confirmation that a certificate from a practicing Chartered Accountant stating that the Bidder is a sole Proprietorship concern wholly owned by the Proprietor, and that it has no Parent, Ultimate Parent, Affiliate or Group Company, will be accepted in lieu of the shareholding certificate.		

29	Clause 73 (iv) & Format 7.4	91, 152	“Board Resolutions, as per prescribed formats enclosed as per Format 7.4 duly certified by the Company Secretary or the Director of the relevant Bidder ...”	A Proprietorship firm has neither a Board of Directors nor a Company Secretary. Note 2 to Format 7.4 permits the contents to be “suitably re-worded indicating the identity of the entity passing	PI refer to Amendment 1
30	Format 7.2 A	130	Heading: “(Applicable for Bidding Company, LLP, Partnership and Lead Member of the Consortium)”	The applicability heading of Format 7.2A does not mention Proprietorship firms, although Clause 87.4 permits them to bid. Bidders request clarification that (i) where the Proprietor himself signs and submits the bid, no Power of Attorney is required, and (ii) where an employee/representative signs, a Power of Attorney executed by the Proprietor on non-judicial stamp paper in the form of Format 7.2A will be accepted.	
31	Clause 73 (xiii)(d)	91–92	“Certified copies of annual audited accounts for the last three financial year, i.e. FY 2023-24, FY 2024-25 & FY 2025-26 duly certified by a practicing Chartered Accountant ...”	A Proprietorship firm is not subject to statutory audit under the Companies Act, 2013; audit under Section 44AB of the Income-tax Act, 1961 applies only above the prescribed turnover thresholds. Bidders request confirmation that financial statements (Balance Sheet, Profit & Loss Account and Cash Flow Statement) certified by a practicing Chartered Accountant, supported by the corresponding Income-tax Returns and bank statements, will be accepted where a statutory/tax audit is not applicable to the Bidder.	
32	Clause 89.1 & 89.3 read with Format 7.7	109–111, 158	“Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 ...”	The Companies Act, 2013 does not apply to a Proprietorship firm. Bidders request clarification on the basis on which Net Worth and Working Capital are to be computed and certified for a Proprietorship firm – specifically, whether the Proprietor’s capital account as per the firm’s Balance Sheet, and/or the personal net	
33	Format 7.1, Appendix–I (Sl. 12 & 13)	129	“PF Registration Number with Details (Copy of Registration to be enclosed)” and “ESI Registration Number with Details (Copy of Registration to be enclosed)”	Registration under the EPF & MP Act, 1952 and the ESI Act, 1948 becomes mandatory only on crossing the statutory employee thresholds. Bidders request confirmation that a declaration of non-applicability, supported by a Chartered Accountant’s certificate, will be accepted at the bid stage where the Bidder is below the said	Optional - If available, the same may also be submitted.
34	Clause 17 (MSE Provisions) read with Clause 21	33, 38	“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).”	Bidders request confirmation that a Proprietorship firm holding a valid Udyam Registration as a Micro or Small Enterprise as on the bid submission deadline, and meeting the financial eligibility criteria under Clause 89 on its own credentials, is exempt from the Bid Processing Fee and the EMD in full, and that no other	PI refer clause regarding MSE exemption
35	Clause 73 (xi) & Section 7	91, 168–170	“Format for Indemnity Bond as per Format 7.11.”	Format 7.11 is referred to in Clause 73(xi) but no such Format is included in Section 7 of the RfP, which proceeds from Format 7.10 directly to Format 7.12. Bidders request SECI to issue Format	PI refer to Amendment 1
36	Clause 3.1 & 3.2 read with Clause 1.3	10, 6–7	Cl. 3.1: “... shall submit a single bid for minimum capacity of single project and maximum of all the 8 (Eight) projects.” Cl. 3.2: “... shall be limited to 08 Projects.”	Clause 1.3 lists ten (10) Projects, i.e. Project-A to Project-J, aggregating 922.635 kW, whereas Clauses 3.1 and 3.2 refer to eight (08) Projects. Bidders request SECI to confirm that a Bidder may bid for any one or more, and up to all ten (10), of the Projects	PI refer to Amendment 1
37	Clause 89.1 vs 89.2	109–110	The Net Worth table at Clause 89.1 shows the capacity of Project-A as 356.125 kW, while the Working Capital table at Clause 89.2 shows the capacity of Project-A as 326.125 kW.	The capacity of Project-A stated in the two tables is inconsistent. The sum of the eight EPFO locations listed at Clause 1.3, and the stated total of 922.635 kW, both support 356.125 kW. Bidders request SECI to confirm the correct capacity and to issue a corrigendum, together with the correspondingly revised Working Capital / Line of Credit requirement for Project-A.	PI refer to Amendment 1
38	Clause 19.1 read with Clause 21.3	36, 38	“The Successful Bidders shall submit a Contract Performance Guarantee (CPG) for a value @ 7.5% of the Contract Value/Price of CA ... with a validity period up to ... 70 Months ...”	Bidders request confirmation whether any relaxation in the quantum or the validity period of the CPG is available to Micro and Small Enterprises registered under Udyam, and whether an Insurance Surety Bond issued under Format 7.3F by an IRDAI-registered insurer will be accepted from a Proprietorship firm in	Terms & Conditions of the Tender document shall prevail
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 RfP, it shall be construed in such cases, tender conditions shall prevail.					