



# **Solar Energy Corporation of India Limited (A Government of India Enterprise)**

CIN: U40106DL2011GOI225263

1<sup>st</sup> Floor, D-3, Wing A, Religare Building,  
District Centre, Saket, New Delhi – 17

## **Notice Inviting Tender**

**For**

**The Hiring of Consulting Agency for Environmental  
and Social Impact Assessment (ESIA) studies for  
SECI's Solar Projects**

**Tender No. SECI/C&P/ESIA/2017/11  
Dated: 07.07.2017**

## INDEX

SECTION NO	CONTENTS	PAGE NOS
<b>Section-I</b>	Introduction & Tender Details	3-9
<b>Section-II</b>	Scope of work and Eligibility Criteria	10-23
<b>Section-III</b>	General Conditions of Contract (GCC) & Instructions to Bidders	24-37
<b>Section-IV</b>	Evaluation Criteria	38-42
<b>Section-V</b>	Forms & Formats	43-62
	a) Covering Letter as per Format I. b) General particulars of the Bidder as per Format II c) Performance Security Bank Guarantee as per Format III d) Earnest Money Deposit Bank Guarantee as per Format IV e) Financial Proposal as per Format V f) Experience Details as per Format VI g) Contractual Turnover of last 03 years as per Format VII h) No Deviation Confirmation as per Format VIII i) E Banking Mandate Form as per Format IX j) Power of Attorney as per Format X k) List of Banks as Per Format XI l) Format XII for Relationship Declaration	

# **SECTION I**

## **INTRODUCTION AND TENDER DETAILS**

**SOLAR ENERGY CORPORATION OF INDIA LIMITED**  
(A Government of India Enterprise)



**Tender No: SECI/C&P/ESIA/2017/11**

**Date: 07/07/2017**

Solar Energy Corporation of India Limited (hereinafter called "SECI"), invites bids from the eligible Consulting Agencies/Firms to participate in the Notice Inviting Tender (NIT) for **"The Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) studies for Solar Projects at Solar Energy Corporation of India Limited. Delhi"**

For the implementation of above mentioned work, Consulting Agencies/Firms should submit their Techno Commercial & Price Bids/proposals complete in all respect in separate sealed covers, super-scribed with **"The Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) studies for Solar Projects at Solar Energy Corporation of India Limited. Delhi"** at the following address so as to reach on or before **1800 HRS on 21<sup>st</sup> August, 2017** positively to

**Sh. Sandeep Kumar**  
**Manager (C&P)**  
**Solar Energy Corporation of India Limited**  
**1<sup>st</sup> floor, D-3Wing A, Religare Building**  
**District Centre, Saket, New Delhi – 17**  
**Telephone: 011 71989290, Extension 290**  
**E mail: [contracts@seci.co.in](mailto:contracts@seci.co.in)**

Bidder shall submit the Tender proposal, complete in all respect as per the Bid Information sheet. Bid documents which include Eligibility criteria, "Technical Specifications", various conditions of contract, formats, etc. can be downloaded from SECI website at [www.seci.co.in](http://www.seci.co.in). Any amendment(s)/corrigendum/clarifications with respect to this Tender shall be uploaded on SECI website only. The Bidder should regularly follow up for any Amendment/Corrigendum/Clarification on the above website.

**DISCLAMIER:**

1. Though adequate care has been taken while preparing the Tender Document, the Bidders/Agency/Experts shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within twenty (20) days from the date of notification of Tender/Issue of the Tender Documents, it shall be considered that the Tender Document is complete in all respects and has been received by the Bidder.
2. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this Tender Document including all formats and Annexures.
3. While this Tender has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender, even if any loss or damage is caused by any act or omission on their part.

## 1. INTRODUCTION

- 1.1 Solar Energy Corporation of India Ltd. (SECI) has been established under the administrative control of the Ministry of New and Renewable Energy, Government of India with a vision to build '**Green India**' through harnessing abundant solar radiation and to achieve energy security for the country. Mandate of SECI allows wide ranging activities to be undertaken with an overall view to facilitate implementation of Jawaharlal Nehru National Solar Mission (JNNSM) and achieving the targets set therein. SECI aspires to become the leader in development of large scale solar installations, Solar Plants and Solar Parks and to promote and commercialize the use of Solar Energy to reach remotest corner of India.
- 1.2 In order to tap the huge Renewable Energy (RE) potential, the government of India has drafted the 175 GW RE target, of which 100 GW has been targeted from solar energy. In the present business environment, SECI has a major role to play in the sector's development. In all the domains of centralized and decentralized projects, as well as off-grid projects, SECI can impact the solar sector's growth. The year 2016-17 is the Sixth year of formation of SECI and the company now has some important assignments in hand, several of which have also seen substantial work happening. Year on year, there has been a marked expansion of SECI in terms of the revenue generated and the overall portfolio of projects handled.
- 1.3 The present state of the Indian Solar sector presents good investment opportunities and prospects which can be leveraged by SECI owing to its in-house strength and superior engineering capabilities. SECI has already been engaged in Project Development, Power Trading, Project Management Consultancy (PMC), MNRE scheme implementation, Solar Park development, Solar Roof Top projects, off-grid Solar applications including Solar Lanterns, Street Light Systems, etc. With solar energy occupying increasing share in the overall energy mix in the country, it is important that maximum share of value addition in the entire supply chain takes place within the country, where SECI is poised to play the pivotal role.
- 1.4 Further, to scale up the development of innovative and demonstrative Solar Energy technologies, Solar Energy Corporation of India Limited has planned to develop innovative solar projects like Floating Solar and Hybrid Solar projects. In this regard, SECI intends to appoint a Consultancy Agency/Firm to conduct Environmental and Social Impact Assessment and to prepare ESIA, ESMP, Resettlement Action Plan (if required) reports etc. for various Floating Solar, Hybrid (Solar & Wind) Projects & various other categories of Solar Projects.
- 1.5 The Consulting Agencies/Firms which is Techno-Commercially qualified, shall be empanelled with SECI. The tenure of empanelment shall be 02 (two) years from the date of empanelment letter issued by SECI. SECI at its sole discretion and as per the requirement may change/renew the tenure of empanelled agency.
- 1.6 The Bidders are advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the Tender Document must

be furnished. Failure to provide the information and/ or documents as required may render the bid technically unacceptable.

- 1.7** The Bidders/Consultants/Agencies/Experts shall be deemed to have examined the Tender Document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.

**Bid Information Sheet (BIS)**

<b>NIT No. &amp; Date</b>	Tender No: SECI/C&P/ESIA/2017/11 Dated: 07/07/2017
<b>Broad Scope</b>	Notice Inviting Tender for <b>The Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) studies for Solar Projects at Solar Energy Corporation of India Limited, Delhi</b>
<b>Period of the Empanelment</b>	24 Months from the date of Notification of Award (NOA)
<b>Bid Processing Fee</b>	<b>Rs 4600/- (Four thousand and Six hundred only)</b> exclusive of GST (GST @ 18% extra) in the form of Demand Draft (DD)/Bankers Cheque drawn in favour of <b>“Solar Energy Corporation of India Limited”</b> , New Delhi Payable at New Delhi, to be deposited along with the Tender document submission.
<b>Earnest Money Deposit</b>	<b>Rs 40,000/- (Rs Forty Thousand only)</b> in the form of Demand Draft (DD)/Bankers Cheque drawn in favour of <b>“Solar Energy Corporation of India Limited”</b> , New Delhi Payable at New Delhi or in the form of Bank Guarantee as per the prescribed format (With a validity of 180 days from the last Due date of Bid Submission). EMD to be deposited along with the Tender document submission.
<b>Performance Security</b>	Within 30 days from the issuance of the Notification of Award (NOA) from SECI, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft drawn in favour of <b>“Solar Energy Corporation of India Limited, New Delhi”</b> Payable at New Delhi or in the form of Bank Guarantee as per the prescribed format and shall be in the currency of the Contract. The value of the Performance Security shall be <b>Rs 2, 00,000/- (Rs Two Lacs only)</b> derived on the basis of estimated contract value, BG validity of which should remain up to 90 days beyond the contractual Period.
<b>Pre-bid Conference</b>	A Pre-bid conference shall be held as per the intimation on <b>www.seci.co.in</b> . Only two persons from the Bidder company are allowed to attend the same
<b>Last date &amp; Time of Submission of Bids</b>	<b>21/08/2017 up to 1800 HRS</b>

Opening of Techno Commercial Bids	22/08/2017, 1100 HRS onwards
Opening of Financial Bids	To be intimated subsequent to the shortlisting of Techno Commercial Bids
Name, Designation, Address and other details (For Submission of Response to NIT)	Sh. Sandeep Kumar Manager (C&P) Solar Energy Corporation of India Limited 1 <sup>st</sup> floor, D-3Wing A, Religare Building District Centre, Saket, New Delhi – 110017 Telephone: 011 71989290, Extension 290 E mail: <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a>
<b>Important Note:</b> 1. Prospective Bidder are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document through the website <a href="http://www.seci.co.in">www.seci.co.in</a> . No separate notifications will be issued for such notices/amendments/clarification etc. in the print media or individually. All the information related to this Tender Document shall be updated in the SECI website <a href="http://www.seci.co.in">www.seci.co.in</a>	

# **SECTION II**

## **SCOPE OF WORK (SOW) AND ELIGIBILITY CRITERIA**

## 1. Broad Scope of Work

Environmental and Social Impact Assessment (ESIA) Scope would include:

1. Identification and review of the applicable local, State, National and International Environmental legislation and regulatory framework;
2. Conduct visits to sites for the purpose of site reconnaissance and establishing study area, baseline and collecting data from the local concerned authorities.
3. Describe the environmental and social settings by collecting of baseline information through primary field surveys, monitoring and secondary data/documents with respect to topography, land cover, geology, geomorphology, climate, meteorology, ambient air quality, noise quality, soil quality, traffic pattern, hydrology including surface and ground water quality, Ecology- terrestrial and aquatic flora and fauna, environmental sensitive areas, archaeological resources, Socio-cultural and economic environment.
4. Assessing the natural resource consumption for project activities.
5. Prediction and identification of environmental and social impacts of the project in construction and operation phase of project followed by evaluation of significance of the predicted impacts;
6. Assess risks and hazards associated with the project activities, environment, health & safety.
7. Suggesting appropriate mitigation/ enhancement measures for identified environmental and social impacts;
8. Comparison and analysis of the alternatives considered for the project with respect to location and power generation technology;
9. Perform effective and efficient public consultation process as per requirement. Develop proper communication plan and specific actions to be taken to ensure good representation and good attendance of affected communities and stakeholders in the planned Public consultation meetings/events.
10. Formulation of ESIA, Environmental and Social Management Plan (ESMP), Resettlement action plan (RAP) in accordance with World Bank Safeguard Requirements with management tools and techniques including monitoring and reporting requirements for effective implementation. Develop summary reports in local languages.
11. Attend meetings, presentations as per requirement.
12. Submission of action plan/inception report, progress reports, ESIA, ESIMP, RAP reports in soft and hard copies (draft and final reports).

13. List out the required clearances, NOCs for Project activity.
14. The consultant shall be responsible for supplying all the environment and social related information required by the World Bank and other agency/authority through the SECI. The consultant is also required to justify the findings in the ESIA and ESMP during the meeting with SECI, WB expert's team and any other agency/authority through SECI.
15. Any other scope as per requirement of Environmental and Social Impact Assessment Framework, World Bank Safeguard Requirements and project activity.
16. Preparation of final reports after incorporating of suggestions/comments on reports made by SECI, WB.

## 2. Objective of the Study

It is understood that Large-Scale Solar/Hybrid Projects may have Environmental and Social impacts and these impacts need to be avoided as far as possible. The impacts which cannot be avoided, needs to be mitigated or managed.

Clearances processes and procedures to be followed in case of various Solar projects include:

- Under Green category and requires consent to establish and operate under the Water (Prevention and Control of Pollution) Act 1974 and Air (Prevention and Control of Pollution) Act 1981.
- To establish the requirement of clearances from MoEF&CC/CPCB/SPCB/CGWB/Any other.
- Establishing clearance requirements related to the transmission lines for transfer of generated Solar power to National and State grid.
- Usual clearances will be required if land acquisition is involved.
- The requirements of the above-mentioned regulatory clearances including any other clearance requirements applicable for the proposed Projects shall be evaluated by the appointed consultant.
- The key objective of this study is to conduct Environmental and Social Assessment (ESA) with a view to identify any critical environmental and social concerns of the subject Project and address them as an integral part of project design.

## 3. The specific objective includes:

- To assess the existing status of environment and social in the study area and its vicinity (5 km radius) and to identify threats and issues which have potential to adversely impact important environmental and social features of the project influence area.

- Carry out environmental and social analysis of project area in relation to activities under the project.
- Analyse the various options available for ancillary facilities like water supply, with special reference to sources – whether local groundwater or water from distant sources would be used, in case of the later situation conveyance facilities will also be analyzed for impacts, drainage, access, etc. to minimize adverse impacts and enhance positive impacts, where feasible.
- Identification of the project affected families; assessment of loss of land / livelihood / common property resources for people living within the proposed site. The consultants however will carry out consultations with community members in its immediate vicinity (5 km) in addition to consultations with project affected persons (PAP).
- Assess impacts on the indigenous/marginalized communities within the proposed site and its immediate vicinity (5 km).
- Prepare a site specific environmental and social assessment report by documenting environmental features of the project area, socio-economic and cultural status of community in and around the project site (5km) and PAPs. This assessment should also include considerations of safety – both for the workers in the site and related facilities, as well as of nearby residents, especially those that live close to ancillary facilities like borrow areas, for instance.
- To identify the environmental and social issues associated with implementation of project and develop environmental codes of practices for common activities like site preparation, installation of panels, management of waste, occupational health and safety, etc. and social exclusion list that need to be followed during various stages such as planning, construction and operation & maintenance.
- To undertake consultations with potentially affected people and other community members to understand their views, obtain their input regarding environmental and social issues, and to take these into account during the preparation of the management framework and plans that would be executed before start of work at site.
- To prepare an Environment and Social Management Framework (ESMF) including well-defined performance indicators for addressing the identified issues, through various activities/tasks under the proposed project, and strategy for its implementation to achieve sustainable environmental benefits.
- To identify portions of the codes of practice/management framework that need to be integrated with the bidding documents to ensure that the prospective bidders are aware of what all will be required during project implementation and operation from an environmental,

health and safety, as well as social perspective.

- To prepare an Environmental & Social Management Plan (EMP); Resettlement Action Plan (RAP); Gender Action Plan (GAP) and /or Indigenous Peoples Development Plan (IPDP) for the mitigation/enhancement activities that is to be undertaken by SECI. The ESMP / RAP / GAP / IPDP will include the description of relevant activities, institutional responsibilities, budgetary allocations, timelines and reporting arrangements for the same.

## 4. Scope of Study

- Project Description;** Providing a Project description with focus on understanding the environmental and social setting and sensitivities for the proposed Solar power project, including an overview of the land acquisition and resettlement requirements and its impacts on indigenous peoples, if any. This would also include any related facilities that may be required (e.g., access roads within the project area, water supply arrangements, housing, raw material and Transmission lines<sup>1</sup> etc.). The project area of influence would also be determined on the basis of the activities involved.
- Laying down Policy, legal, and administrative framework:** Discussing the policy, legal and administrative framework within which the assessment is carried out, national and state specific regulations (including permits and licenses), and the World Bank's Operational Policies and Best Practices and Performance Standards. Reviewing the Social & Environmental compliance requirement with respect to the above; present an overview of *Government of India's and State Government's social policies, legislations, regulatory and administrative frameworks* in conjunction with the World Bank's safeguard policies and Performance Standards. Where gaps exist between these policies, make recommendations to bridge the gaps in the context of the proposed project.
- Generating Data for Environmental and Social Assessment and Management Framework:** Collection and generation of relevant social and environmental (physical, biological) data (primary & secondary) within the study area. This data should be relevant to decisions about project location, design, construction, operation, or mitigation measures.

The data generation should specifically focus on issues related to

- Water- its quality, availability and adequacy vis-à-vis the requirements during different phases of the project life cycle
- Land and physical environment
- Physiographic characteristics
- Prepare Socio-economic profile in terms of demographic characteristics, land use pattern, economic profile, occupational pattern and other socio-economic parameters.

- Identify and analyse the issues of vulnerable communities and gender
  - Land, access requirements, land use, and involuntary resettlement
  - Assess the likely impacts of the sub-project, in terms of land acquisition/ transfer (loss of lands, houses, livelihood, etc.), and resultant involuntary resettlement extent and undertake the census of potential project affected people;
  - Based on the assessment of potential social and economic impacts, should establish criteria that will assist in the formulation of strategies; to the extent possible maximize project benefits to the local population and minimize adverse impacts of the project interventions on the affected communities;
  - The consultants would study the living patterns of vulnerable population (including tribal, scheduled castes, women, landless, households below poverty line, etc.) in the project area.
  - Identify likely loss of community assets including the religious structures and common property resources (e.g. forest, grazing land, drinking water source, etc.) within project site; the impacts of their loss on the local population, and prepare mitigation plans
  - Ecology or biodiversity
  - Physical or cultural heritage (if any)
  - Flooding and seismic risk
  - Hazardous and domestic waste management, etc.
  - Review of the land take/lease process to assess any legacy or current/existing issues (like informal settlers, livelihood dependence, other usage etc) on the allotted land. It will also look at current and proposed development activities within the project's area of influence, including those not directly connected to the project
- d. **Information Disclosure, Consultation and Participation:** Describe the consultation and participation mechanisms adopted, including the activities undertaken to disseminate project and resettlement information during project design and engaging stakeholders. The results of consultations with affected persons, the host communities, civil society organizations and other stakeholders, raised will be summarized.
- e. **Conduct stakeholders' consultation:** that ensures that all key stakeholders are aware of the objectives and potential environmental and social impacts of the proposed project, and that their views are summarised in a structured manner. Stakeholders' will include all those who are directly or indirectly dependent on the project site(s). Therefore, identify the key stakeholders (Government, NGOs, CSOs, Academicians, etc.) in the project area; analyze their perspectives of the project. The analysis shall be carried out for both primary and secondary stakeholders at project level through structured discussions on the (a) importance of addressing social issues (b) impressions of past efforts, if any (c) suggestions for what to do differently in future (d) key issues (goals and safeguards) to be addressed; and

(e) issues of co-ordination and / or conflict among various stake holders. The analysis shall be summarized in a structured manner and shall clearly bring out the implications for project design.

**f. Review of negotiated land acquisition, if any:** The consultant, based on documentation provided, site visits and consultations with the affected people, will review the following

- (i) processes followed for land procurement including an assessment of the adequacy of information disclosed to the landowners and the bargaining power of landowners to negotiate for fair compensation,
- (ii) Policies and laws (if any) that are applicable for negotiated settlements in the area,
- (iii) Confirmation of third party validation of the negotiations carried out, (iv) mechanisms adopted for calculating the replacement costs of land and other assets impacted, and (v) record keeping requirements of the negotiation process.

**g. Analysing the Alternatives:** For the proposed project site compare reasonable alternatives to technology in terms of their potential social environmental impacts; the feasibility of mitigating these impacts; their capital and recurrent costs; their suitability under local conditions; and their institutional, training, and monitoring requirements. It would also state the basis for selecting the particular site and project design justifying recommended approaches to pollution prevention and abatement.

**h. Assessing Social and Environmental Impacts and Mitigation Measures:**

Assessing the Social and Environmental impacts (both positive and negative) of solar energy project, with potential assessment of cumulative impacts (linked to development or other solar projects and the overall park), if relevant and as appropriate. Identify mitigation measures and any residual negative impacts that cannot be mitigated. Also evaluate impacts and risks from associated facilities and other third party activities. The mitigation measures shall be presented in the form of Environmental and Social Management Plan (ESMP), which shall include but not limited to:

- Water Management including transportation, storage, recycling for use in the plant as well as rainwater harvesting
- Occupational health and safety
- Labour working conditions
- Construction labour management
- Waste Management including for Hazardous waste
- Disaster management plan
- Develop an R&R entitlement framework in consultation with the affected people and other stakeholders and prepare a resettlement action plan (RAP) which is acceptable to the project affected people;

- Description of the entitlements for various categories of impacts, mitigation measures to address livelihood impacts, etc.
- Interventions needed for skill development and overall social upliftment of the communities in the project influence area
- To develop a consultation framework for participatory planning and implementation of proposed mitigation plan;
- Assess the capacity of institutions and mechanisms for implementing social development aspects of the project implementation including the social safeguard plans and recommend capacity building measures; and,
- Develop monitoring and evaluation mechanism to assess social development outcomes
- Preparation of Gender Action Plan and Indigenous Peoples Development Plan (if required)
- Assessment and mitigation measures for health and safety issues of the workforce and community, as well as compliance with national labor laws, and World Bank Group EHS Guidelines
- Environmental monitoring plan

The ESMP shall include an adequate institutional structure and resources including financial budget to undertake measures identified in it, and report on the same to stakeholders on a regular basis.

- i. **Grievance Redress Mechanism:** Description of the community grievance redress framework/mechanism (both informal and formal channels), setting out the time frame and mechanisms for resolving complaints about environmental and social performance.
- j. **Preparation of an environmental and social management framework** - Based on the E&S impact assessment, the consultants would prepare mitigations and management measures to be taken during implementation of the project by the successful bidders/concessionaire(s) to avoid, reduce, mitigate, or compensate for adverse E&S impacts and their timelines. These may include multiples policies, procedures, practices, and management plans and actions. The framework will include a set of performance indicators for social and environmental impacts / issues identified and mechanisms to implement and monitor. It would also indicate the resources and responsibilities required for implementation.

The frame work should provide the policy and institutional framework and the detailed process for conducting social impact assessment for the projects. The framework should cover all kinds of potential impacts such as land acquisition, R&R, issues of vulnerable communities, gender, etc. arising out of project activities. The framework inter alia should specifically cover the methodology for carrying out environmental and social assessment; a

draft terms of reference for environmental and social assessment including land acquisition plan format; identify probable positive and adverse impacts of the project; consultation plan and strategy; tribal development screening and consultation; framework for preparation of gender action plan mitigation measures for adverse impacts; institutional arrangement for implementation of mitigation measures; draft implementation strategy; monitoring and evaluation mechanism including measurable indicators for concurrent monitoring and periodic evaluation; identify training needs and define capacity building measures for the implementation and operationalization of the framework.

- k. **Draft inputs for inclusion in the Bidding Documents:** These would essentially operationalize the ESMP measures that would need to be implemented by the private sector partner – concessionaire. These would include contractual requirements, specific indicators that would be monitored during implementation and operation by the successful bidder, and (dis)incentives for compliance with requirements as well as how any disputes relating to performance on these aspects would be managed.
- l. **Conclusion and Recommendation** - Providing conclusions drawn from the assessment and providing recommendations.

**Note:** The consultant must provide monthly updates and also make presentations to the Solar Energy Corporation of India Limited on the status of the project and deliverables.

## 5. Management of the ESIA process

The consultant will manage the overall ESIA process and will be responsible for the compilation and presentation of the ESIA Report. The consultant will plan, coordinate and execute all activities of the ESIA process and will assist SECI in the planning and execution of the public scoping meeting and public hearing if required. The consultant will provide updates to WB, SECI and other relevant agencies on the ESIA process.

## 6. Report structure:

- **ESIA Summary Report**
- **Introduction:** Introduction to the Project and ESIA methodology;
- **Project Description:** Project description and applicable standards (Local, Regional, National, International), Site assessment, Study area, Technical description of the Project and activities & related infrastructure and activities;
- **Administrative Framework:** Applicable environmental and social regulatory framework and its relevance for Project;
- **Environmental and Social Baseline:** Outlines Environmental and Social Baseline in the study area of the project;
- **Stakeholder Mapping and Analysis:** An overview of the stakeholder engagement activities undertaken during the ESIA;
- **Impacts Assessment and Mitigation Measures:** Environmental and Social Impact Assessment and mitigation measures;

- **Environmental and Social Management Plan:** Detailed Environmental and Social Management Plan (ESMP) in accordance to WB/ADB/IFC Performance Standard
- **Resettlement Action Plan (RAP)**
- Conclusions and Recommendations

## 7. Deliverables

The following output is expected during the course of the assignment. In consultation with Office of the Commissioner (New & Renewable Energy), Consultant will prepare a monthly progress report covering progress against the work plan agreed in the inception report.

Report Title	Printed Copies	Soft Copies	Time Frame from Start of Assignments	Payment as % of the Total Cost of Assignment
Inception Report	3	6	3 weeks	10
Draft ESIA and Consultations Report	3	6	9 weeks	35
Final ESIA and Consultations Report	3	6	13 weeks	40
Inputs to the Bidding documents for developers	6	12	15 weeks	15
Monthly Progress Report & Review Presentation at SECI office			Every 4 weeks	

In addition, the consultant should have their team ready to make presentations to the regarding the progress of the assignment, and significant findings. These are expected to be in advance of submission of the Draft and Final reports, as well as finalization of inputs to bidding documents for developers.

## 8. Submission of Deliverables

The submission of deliverables will be as defined in clause 7. The printed copies as per clause 7 shall be submitted in neatly bounded in standard format as approved by the nodal office

## 9. Eligibility Criteria

### 9.1 General Eligibility Criteria

- a) The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto, Government owned Enterprises & Limited Liability Partnership Firms.
- b) Any kind of Technical or Financial JV/Consortium is not allowed under this Tender Document.
- c) The offers submitted without documentary proof shall not be evaluated and will be liable for rejection without any further correspondence in any manner. However, SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder.
- d) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a tender will be an offence under laws of India. Such action will result in the rejection of the tender, in addition to other punitive measures.

### 9.2 Technical Eligibility Criteria

#### 9.2.1 The Consultant must have the following experience:

- A. The consultant must be an "Accredited EIA consultant" with MoEF&CC/NABET for Power/Renewable Energy Sector. **(Document Required: Document certifying Accreditation from MoEF/NABET)**
- B. The consultant has completed at least 03 (Three) EIA/ESIA studies in last 03 (Three) financial years preceding to the Bid Deadline date for large Scale/Power/Infrastructure.  
**(Document Required: Copy of final Environmental Clearance for all such Projects/Successful Project completion confirmation from client side for all such Projects)**
- C. Experience of at least 03 (Three) completed Consultancy Projects in conducting ESIA, preparing an Environmental Management Plan (EMP)/Resettlement Action Plan (RAP)/Gender Action Plan (GAP) or Indigenous Peoples Development Plan (IPDP) for large Scale/Power/Infrastructure/Renewable funded by multilateral agencies (World Bank/ADB/IFC etc).  
**(Document Required: Proof of documentation conforming above experience details/Client work order copies/Recommendation letter/ Successful Project completion confirmation from client side for all such Projects)**

### 9.2.2 Team Composition:

**The Consultant must have the following Team Composition:**

#### A. Team Leaders

- ☐ A post-graduate / doctoral degree holder in Environmental or Social Sciences or a related field with at least 15 years of experience in delivering ESIA's for development projects
- ☐ S/he should have demonstrated experience of working with and leading multi-sectoral teams
- ☐ S/he should be conversant with relevant regulations and multilateral funding agencies like the World Bank
- ☐ S/he should be fluent in English and similar level of competency in Hindi would be an advantage.

#### B. Social Experts

- ☐ A post-graduate/doctoral degree holder in Social Sciences, or a related field with at least 10 years of undertaking (E)SIA studies, preferably for development projects, with funding support from multilateral agencies like World Bank
- ☐ S/he should have experience of organizing consultations with potentially affected persons
- ☐ Familiarity with the relevant regulations would be an advantage
- ☐ Fluency in English & Hindi languages.

#### C. Environmental Experts

- ☐ A post-graduate/doctoral degree holder in Environmental science/engineering/ Planning or related field with at least 10 years of experience in undertaking E(S)IA studies, preferably for development projects, with funding support from multilateral agencies like World Bank
- ☐ S/he should have experience of organizing and analysing environmental survey results and incorporating the findings into the report.
- ☐ Familiarity with Contracting procedures, especially in the PPP mode would be an advantage
- ☐ Prior experience of developing codes of practice and other tools for management of generic issues would be an asset.

## D. Renewable Energy Expert

- ☐ A D. Renewable Energy expert with relevant post graduate qualification and experience of 10 years with at least 5 years in India

## E. Support staff (As per requirements)

The proposed team shall necessarily be the employees of the bidding company.

Any entity, which has either been directly barred by the Central/State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal; and

A Bidder should have, during the last three (3) years, neither failed to perform on any agreement (as evidenced by imposition of a penalty by an arbitral or judicial or regulatory authority or a judicial pronouncement or arbitration award against the Bidder) nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such Bidder.

## 9.3 Financial Eligibility Criteria

### Annual Turn Over:

The participating Bidder should have a Minimum Average Annual Turnover of **Rs 2 Crores** for the last 3 financial years preceding the Bid Deadline. In case the audited annual accounts for the year 2016-17 are not available with the bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years.

Financial data for latest last three audited financial years has to be submitted by the bidder in Format VII under Section VI of Forms & Formats of NIT along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an undertaking certifying that 'the balance sheet has actually not been audited so far'.

The tender submission of tenderers, who do not qualify the General, Technical & Financial Eligibility criteria stipulated in the clauses 9.1, 9.2 & 9.3 above, shall not be considered for further evaluation and therefore would be rejected. However, SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder. The mere fact that the tenderer is qualified as mentioned shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender as prescribed.

## 9.4 Other Details

- 1.1 The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria as indicated under clauses 9.1, 9.2 & 9.3 above to the satisfaction of SECI.
- 1.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures /pamphlets. Non-adherence to formats and / or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.
- 1.3 Late tenders (Bid Processing Fee and EMD received after end date and time of submission of tender) shall not be accepted under any circumstances.
- 1.4 SECI takes no responsibility for delay, loss, or non-receipt of the Bid Processing Fee and EMD sent by post/courier.
- 1.5 SECI reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the SECI for rejection of his proposal.
- 1.6 SECI shall award work after evaluation looking into feasibility, capacity, and competency of the agency.

## **SECTION III**

# **GENERAL CONDITIONS OF CONTRACT (GCC) AND INSTRUCTIONS TO BIDDERS (ITB)**

## **GENERAL CONDITIONS OF CONTRACT**

### **1. DEFINITIONS**

- 1.1 In this TENDER (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
- 1.1.1 **ARBITRATOR** means the person or persons appointed by agreement between the owner and the Contractor to make a decision on or to settle any dispute or difference between the owner and the Contractor referred to him or her by the parties.
- 1.1.2 **BID** means the Techno Commercial and Price Bid submitted by the Bidder along with all documents/ credentials/ attachments/ annexure etc., in response to the Tender, in accordance with the terms and conditions hereof.
- 1.1.3 **BIDDER** means Consulting Agency or Firms or Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company/ Experts including its successors, executors and permitted assigns as the context may require.
- 1.1.4 **CHARTERED ACCOUNTANT** means a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.1.5 **COMPANY** means a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
- 1.1.6 **CONTRACT** shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.
- 1.1.7 **CONTRACTOR/ SUCCESSFUL BIDDER** means the person or the persons, firm or Company or corporation whose tender has been accepted by the Owner and includes the Contractor's legal representatives his/ her successors and permitted assigns.
- 1.1.8 **CONTROLLING OFFICER** means the authorized Controlling Person/body of the contract from Human Resource P&A Department of designation not below the rank of General manager or as suitably appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner
- 1.1.9 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.10 **EARNEST MONEY DEPOSIT (EMD)** means the unconditional and irrevocable Tender Security in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee to be submitted along with the Bid by the Bidder as prescribed in the Tender.

- 1.1.11 **ENGINEER/ ENGINEER-IN-CHARGE** shall mean the person designated from time to time by Solar Energy Corporation of India Limited/ Owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.
- 1.1.12 **EFFECTIVE DATE** means the date of issuance of Notification of Award/ Letter of Allocation from which the Time for Completion shall be determined.
- 1.1.13 **GOODS & SERVICE TAX (GST)** is an indirect tax throughout India to replace taxes levied by the central and state governments. Goods & Services Tax is a comprehensive, multi-stage, destination-based tax that will be levied on every value addition.
- 1.1.14 **NOTIFICATION OF AWARD (NOA)** means the official notice issued vide Letter/ E-mail by the owner notifying the Contractor that his bid has been accepted.
- 1.1.15 **OFFICER IN CHARGE** means the authorized representative appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner.
- 1.1.16 **OWNER** means here in the context of this Tender Document as Solar Energy Corporation of India Limited, New Delhi shall include the legal successors or permitted assigns of the Owner.
- 1.1.17 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.
- 1.1.18 **SITE** means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.
- 1.1.19 **TENDER** means the process whereby Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.
- 1.1.20 **WEEK** means a period of any consecutive seven days.
- 1.1.21 **WORKING DAY** means any day which is not declared to be holiday or rest day by the Owner.

## INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement

## 2. GST & CONTRACTOR'S TAX LIABILITY

Contractor is liable to pay all royalties, statutory minimum payments/contributions to be paid to and/or on behalf of the Consultancy Staff supplied by the tenderer, overheads etc. **except GST** which shall be reimbursed by SECI on actual against documentary proof based on tax invoices raised by the tenderer.

In case of any variation (positive/ negative) in existing rates of taxes or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or any change in application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes.

Contractor shall mandatorily obtain the registration under GST Law at Central level and/or in respective State as may be required. Further, Contractor shall mandatorily file returns under GST before their due date & comply with the requirements of the Law within timelines. Before releasing the payment to the Contractor, SECI shall ensure that the Contractor has complied with all the required statutory requirements under GST.

## 3. CONTRACTOR'S LIABILITY TOWARDS INDEMNITY

- 3.1** SECI will not be responsible for any claim, mishap or accident if any, enroute or during Journeys to attend the allocated sites by SECI for inspection or during the entire of Scope of Work of the Tender document. SECI shall neither be responsible nor liable to pay any compensation for any mishap, injury or death caused to the Experts/Agencies/Consultants/operating staff in the event of any accident or mishap while on contractor's duty or during journey related to this Tender.
- 3.2** Experts/Consultants/ Agency will be solely responsible for their acts & deeds during the inspection/Travel/Execution of the allocated sites by SECI. Any instance of damage to the allocated sites, misconduct, manipulation of original facts & false use of SECIs name & credentials will be treated as a serious offence & will be covered under fraudulent practices under this Tender conditions & in no way SECI will stand responsible for all such instances/cases.
- 3.3** The Contractor shall also indemnify SECI and every member, officer and employees of the Company against all actions, proceedings, claims, cost and expenses whatsoever in respect of or arising out of any failure by the Contractor or arising from any breach or non- compliance whatsoever by the service

provider or any of the persons deployed by it in the performance of the obligations under this contract.

#### 4. CONTRACT PERIOD

The period of Contract shall be for **02 (Two) years** from the date of **Notification of Award (NOA)**. SECI may extend the contract beyond the original period of contract by one more year based on its sole discretion subject to the satisfactory performance of the contractor. The Contractor Zero date shall start from the date of issuance of the NOA to the Contractor.

#### 5. CONTRACTUAL LIABILITY

Consultant total aggregate liability for any and all loss or damage arising under or in connection with this Contract (whether in contract or otherwise) towards SECI shall not exceed the total annual contract value derived from on the basis of **"Total No of Projects handled in a year X Per Project Cost"**

#### 6. TERMINATION OF CONTRACT

**6.1** If it is found that the quality of works carried by the contractor and /or the services rendered are unsatisfactory or that the contractor has violated any terms and conditions of the contract and agreement, then in that event, the SECI will be entitled to terminate this contract at any time without assigning any reasons whatsoever.

**6.2** If at any stage during the period of the contract any case involving moral turpitude is instituted in a Court of Law against the contractor or his employees. The Corporation reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the company whatsoever.

#### 7. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the Union of India. **Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender related to all Legal/Arbitration matters.**

#### 8. SETTLEMENT OF DISPUTES

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion and whether before or after the determination of the contract shall be referred by the Contractor to the owner and the owner shall within a reasonable time after their presentation made and notify decisions thereon in writing. The decisions, directions, classification, measurements, drawings and certificates with respect to any matter the decision of which is specially provided for by these or other special conditions, given and made by the owner or by the Controlling Officer/Officer-in-charge on behalf of the owner, are matters

which are referred to hereinafter as accepted matters and shall be final and binding upon the Contractor and shall not be set aside on account of any infirmity, omission, delay or error in proceedings, in or about the same or any other ground or for any other reasons and shall be without appeal.

In the event of any dispute or difference between the parties hereto as to the operation of this contract or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, or as to the withholding by SECI of any certificate to which the Contractor may claim to be entitled to or if the owner fails to make a decision within a reasonable time, then and in any such case, the Contractor after 30 days of presenting his final claim on disputed matter may demand in writing that the dispute or differences be referred to arbitration. Such demand for arbitration shall specify the matters which are in question, dispute or differences and only such disputes or differences

of which the demand has been made and no other, shall be referred to arbitration. Obligations during pendency of arbitration work under the contract, shall unless otherwise directed by the owner/Engineer, continue during the arbitration proceedings and no payment due or payable by the owner shall unless withheld on account of such proceeding, provided however, it shall be open for the arbitrator or arbitrators to consider and decide whether or not such work should continue during arbitration proceedings.

## 9. ARBITRATION

Matters in question, dispute or differences to be arbitrated upon shall be referred to for decision to a sole arbitrator who shall be nominated person appointed by Management of SECI, whose decision shall be final and binding on the Contractor. The work shall be continued as per programme during the pendency of arbitration.

## 10. AMENDMENT TO TENDER DOCUMENTS

- 10.1** At any time prior to the deadline for the submission of tenders, the Controlling officer (Not below the rank of General Manager) may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective tenderer, modify the tender documents by an amendment. A prospective bidder requiring any clarification of the tender documents may send their queries on E-mail/Letters not later than the date of seeking clarifications given NIT.
- 10.2** Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Tenderers should download such addenda and consider them in the tender submittal.
- 10.3** In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, the Controlling Officer or the owner may, at his discretion, extend the deadline for the submission of tenders.

## 11. BID VALIDITY

The Bid shall be valid for a period of **180 days** (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the last due Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the owner may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Tenderer may refuse the request without forfeiting his EMD. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his EMD for the period of the extension.

## 12. EARNEST MONEY DEPOSIT (EMD)

- 12.1 The bidder shall be required to submit a sum as specified in the **Bid Information Sheet** as Earnest Money Deposit, for keeping the offer open till such date as might be specified in the tender. Bids not accompanied with Earnest Money Deposit as provided in the **Bid Information Sheet** shall be summarily rejected. The Earnest Money Deposit will be having a validity of 180 days from the last Due date of Bid submission.
- 12.2 It shall be understood that the Tender Document has been issued to the bidder and the bidder is permitted to bid in considerations of the stipulation on his/her part, that after submitting his/her bid, he/she will not withdraw from his offer or modify the terms and conditions thereof in a manner not acceptable to SECI.
- 12.3 If the bidder fails to observe or comply with the said stipulation, the EMD amount shall be liable to be forfeited.
- 12.4 The EMD of the successful bidder will be returned after submission of Performance Security as defined in this Tender Document and obtaining confirmation.
- 12.5 The EMD of the unsuccessful bidders shall be returned to them within one month of issue of NOA to the successful bidder. However, no interest will be payable thereon.
- 12.6 In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money of the bidder/s will be forfeited.
- 12.7 In case the bidder withdraws the bid at any stage after the bid opening, then the EMD of the respective bidder shall be forfeited. In case the bidder withdraws or varies the bid any stage before award of the contract, then the EMD of the respective bidder shall be forfeited.

### 13. PERFORMANCE SECURITY

**13.1** Against this contract, within 30 days from the issuance of the Notification of Award (NOA) from owner, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract. The value of the Performance Security shall be **Rs 2,00,000/- (Rs Two Lacs only)** which is derived on the basis of estimated contract value, BG validity of which should remain up to 90 days beyond the contractual Period as defined in the Tender Document. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.

**13.2** Bank Guarantee towards Performance Security shall be from any Indian scheduled Bank as given in Format XI or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder. However, in case of Bank Guarantees from Banks other than the Mentioned Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 100 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

This Bank Guarantee shall be valid for a period of 90 days beyond the Contractual Period/Defect Liability Period as defined in the Tender Document.

**13.3** The Performance Security may also be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of **"Solar Energy Corporation of India Limited, New Delhi"** payable at New Delhi, India.

**13.4** Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

**13.5** The Performance Security has to cover the entire contract value including extra works/ services also. As long as the Performance Security submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional Performance Security.

**13.6** Further, any delay beyond 30 days shall attract interest @ 1.25% per month on the total Performance Security amount, calculated on pro-rata basis accordingly. owner at its sole discretion may cancel the work & forfeit 100% of EMD, in case Performance Security is not submitted within 60 days from issuance of NOA. However, total project completion period shall remain same. Part Security shall not be accepted.

## 14. PAYMENT TERMS

The payment to the Consultant shall be made as per the milestones structure as mentioned clause 7 of Section II.

Bills for the respective milestones completed in all respect shall be submitted to SECI office. Payment shall be made within a period of 30 days on credit basis against verification by the concerned officer in charge/Solar Department.

All payment made hereunder shall be subject to applicable tax deduction at source under Income Tax Act & GST law and any other deduction on account of any other tax, levy assessment or other charges applicable if any”

In case of of GST, Liability to pay tax shall lie with the contractor as may be required by the Governing Law

## 15. STRUCTURING OF BID SELECTION PROECSS

A Single Stage Two envelop Bid system has been envisaged under this Tender Document i.e. Bidders have to submit both Techno-commercial bid and financial bid together in response to this Tender Document in separate sealed envelopes. Bids not accompanied with EMD and Bid Processing fee will be summarily rejected. In the first stage, Techno-commercial bids shall be evaluated as per Minimum Eligibility Criteria and acceptability of technical specification separately and the list of short listed Bidders shall be intimated. In the second stage, financial bids submitted by the short-listed Bidders shall be evaluated in which the lowest (L1) Bid for the complete scope of Work will be considered as successful bidder.

## 16. FINANCIAL BIDS

- i) The prices quoted in the financial bid should be without any conditions.
- ii) The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in Format
- iii) The prices should be mentioned in Indian Rupees only in clearly readable format without any overwriting.
- iv) The Financial bid shall be on a fixed price basis and, no price variation on any account shall be considered.
- v) Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales”, etc. will be treated as being at variance and shall be liable for rejection.
- vi) The envelop consisting of Financial Offer shall be marked as “**Envelope II - Financial Bid**”

- vii) Prices quoted will be firm for the entire period of Contract.
- viii) It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost in the financial bid.
- ix) The financial bid should include incidental charges and customization charges if any.
- x) The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- xi) In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
- xii) The bidder must fill and submit the rates as per instructions given above. If the bidder does not quote a price/rate for any item in the Form of Bid, his tender may be summarily rejected.
- xiii) If there is a discrepancy in the Unit Rate mentioned against each individual item & the total price, then the unit rate for the items individually will be taken as final & binding.

## 17.DEVIATIONS

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the bidder has any observations, the same may be indicated in his forwarding letter along with the bid. Bidders are advised not to make any corrections, additions or alterations in the original tender documents. If this condition is not complied with, tender is liable to be rejected.

## 18.WITHDRAWAL OF BIDS

No Tender can be withdrawn after Techno commercial Bid Opening date during tender validity period. Submission of a tender by a bidder implies that he had read all the tender documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the job to be done, local conditions and other factors having any bearing on the required job.

## 19.CLARIFICATIONS OF THE BIDS

To assist the examination, evaluation and comparison of the tenders, SECI may at his discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be either sought or permitted. Above clarification and their response shall form part of the tender and shall be binding on the bidder.

## 20.CANVASSING

No bidder is permitted to canvass to SECI on any matter relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

## 21.RIGHT OF ACCEPTANCE/REJECTION OF BIDS

SECI reserves the right to accept, split, divide, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected bidders or

any obligation to inform affected bidder, the grounds of such action. If the bidder, as individual or as a partner of partnership firm, expires after the submission of his bid but before award of services, the SECI shall deem such bid as invalid.

## 22. AWARD OF CONTRACT

SECI shall issue **Notification of Award (NOA)** in duplicate to the successful bidder in writing by a Registered Letter/Courier/Speed Post. Duly signed and stamped duplicate copy of NOA has to be returned by the selected bidder within two weeks of issuance of NOA as a token of acknowledgement of the contract. Issuance of NOA against an offer made shall constitute a legal and binding contract between SECI and the selected bidder. Successful bidder is required to submit Performance Security as per the format and timeline defined in this Tender Document. Duly signed and stamped Contract Agreement (CA) on stamp paper of requisite value has to be signed with SECI within four weeks of issuance of NOA. In case of non-response by the successful bidders against the NOA, owner/SECI may take appropriate actions for the successful execution of the subject Tender.

## 23. METHOD OF BID SUBMISSION

The Techno Commercial & Price Bids in response to this Tender Document shall be submitted by the Bidder in the manner as provided below.

### (A) ENVELOPE- I (TECHNO COMMERCIAL ENVELOPE)

#### DOCUMENTS LISTED BELOW ARE TO BE SUBMITTED IN OFF-LINE MODE AS HARD COPIES ONLY

The Bidder shall submit Techno Commercial Proposal as per the Eligibility documents asked in the Tender Document. Envelope shall be super scribed as “**Techno Commercial Documents for Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) studies at Solar Energy Corporation of India limited, New Delhi**” comprising of following Documents

- i. Bid Processing Fee as prescribed in the Tender Document
- ii. Covering Letter as per Format I.
- iii. General particulars of the Bidder as per the Format II
- iv. Earnest Money Deposit as prescribed in the Tender Document
- v. Experience Details as per Format VI & complete set of Experience documents in support of the eligibility as per clause No 9.2.1 of Section II
- vi. Turnover of last 03 years as per Format VII
- vii. No Deviation Confirmation as per Format VIII
- viii. E Banking Mandate Form as per Format IX
- ix. Power of Attorney as per Format X along with board resolution for such authorization
- x. Signed and stamped Copy of Tender Documents including amendments (If any) & clarifications by Authorised signatory.
- xi. Copy of GST registration No , PAN Card and Income Tax Registration
- xii. An undertaking that the agency has not been blacklisted by any Government

Department/Autonomous bodies or any of its branch as on the date of submission of the bid.

## (B) ENVELOPE II (FINANCIAL ENVELOPE)

**PRICE BID(S) AS PER THE FINANACIAL PROPOSAL FORMAT V OF SECTION V UNDER FORMS & FORMATS ARE TO BE SUBMITTED IN OFF-LINE MODE ONLY AS HARD COPIES**

The Bidder shall submit Price Bids in the given Format only. Envelope shall be super scribed as “Price Bid for Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) studies at Solar Energy Corporation of India limited, New Delhi “

The Sealed Techno-commercial Envelope (Envelope I) and Financial Envelope (Envelope II) shall be placed in a Bigger Single Envelope which shall have the Sticker details as mentioned under clause no 25 & will be sent as per the provision mentioned under clause no 24 below.

## 24. TECHNO COMMERCIAL & PRICE BIDS PROPOSAL DUE DATE

The Bidder should submit the Techno Commercial & Price Bid Proposals in offline Mode only in Hard Copies so as to reach the address indicated below by 1800 HRS (IST) on or before 21/07/2017 in the name of

Sh. Sandeep Kumar  
 Manager (C&P)  
 Solar Energy Corporation of India Limited  
 1<sup>st</sup> floor, D-3, Wing A, Religare Building  
 District Centre, Saket, New Delhi – 17  
 Telephone: 011 71989290, Extension 290  
 E mail: [contracts@seci.co.in](mailto:contracts@seci.co.in)

## 25. STICKER FOR THE BID ENVELOPE

The Sealed Techno-commercial Envelope (Envelope I) and Financial Envelope (Envelope II) shall be placed in a Bigger Single Envelope which shall have the following Sticker details:

<b>Response to Tender Document for “for Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) studies at Solar Energy Corporation of India limited, New Delhi”</b>	
Tender Document No.	
Due Date of Submission	

<b>Bids Submitted by</b>	(Enter Full name and address of the Bidder)
<b>Authorized Signatory</b>	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
<b>Bid Submitted to</b>	<b>SOLAR ENERGY CORPORATION OF INDIA LIMITED,</b> 1 <sup>st</sup> Floor, A-Wing, D-3, District Centre Saket, New Delhi-110017, Tel: 011-71989290

**Important Note:** The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.

## 26. CLARIFICATIONS AND PRE-BID MEETING

SECI will not enter into any correspondence with the Bidder, except to furnish clarifications on Tender Document, if necessary. The Bidder may seek clarifications or suggest amendments to Tender Document online through E Mails or in the form of Letters addressed at the Email ID & registered office address as mention in the bidding document.

The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid information sheet, or any such other date as notified by SECI.

The purpose of the pre-bid meeting will be to clarify any issues regarding the Tender Document including in particular, issues raised in writing and submitted by the Bidder.

SECI is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

## 27. ZERO DEVIATION

This is a ZERO Deviation Process. Bidder is to ensure compliance of all provisions of the Tender Document and submit their Techno Commercial/ Price Proposal accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

## 28. Default in Contracts obligation

In case of any default or delay in performing any of the contract obligation, SECI reserves the right to forfeit the Performance Security/Recover the actual damages/loss from the successful bidder but in any case, total liability of the Successful Bidder under this contract shall not exceed total contract value/price.

In addition to above clause, SECI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, terminate the Contract in whole or part as following.

- if the Successful Bidder fails to deliver any or all of the Work as required by SECI.
- if the Successful Bidder fails to perform any other obligation(s)/duties under the Contract
- If the Successful Bidder, in the judgment of SECI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

## 29. CORRESPONDENCE

Bidder requiring any Techno-Commercial clarification of the bid documents may contact in writing or by Fax /E Mail.

Name	Contact Number	Email id
Sh. Sanjay Sharma	011-71989256	<a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a>
Sh. Harendra Kumar Tomar	011-71989227	<a href="mailto:hktomar@seci.co.in">hktomar@seci.co.in</a>
Sh. Sandeep Kumar	011-71989290	<a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a>

Verbal clarifications and information given by the SECI or its employees or its Representatives shall not be in any way entertained.

# **SECTION IV**

## **EVALUATION CRITERIA**

## 1. EVALUATION OF TENDERS

- 1.1 **General Evaluation:** First of all, it will be determined whether each tender is accompanied with the valid EMD & Bid Processing Fess i.e. the required amount and in an acceptable form. Tenders not accompanied with the valid EMD & Bid Processing Fees shall be liable for rejection and may not be evaluated further. However, SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder. Other aspects of general evaluation will be done as per **clause No. 9.1,9.2 & 9.3 of the Tender Document**
- 1.2 **Evaluation of minimum eligibility criteria-** This evaluation will be done to check if the tenderer qualifies the minimum eligibility criteria of “**work experience**” & “**Financial standing**” as laid down in Clause No. **9.1,9.2 & 9.3 of the Tender Document**. Tenderers, which do not qualify in minimum eligibility criteria or bid criteria, shall not be considered for further evaluation and shall be rejected.
- 1.3 **Evaluation of Responsiveness-** The owner will determine whether each tenderer is substantially responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender document. In case of any inconformity or query, SECI may seek clarifications so as to get the genuine queries addressed & resolved. However, even after the clarifications sought, if inconformity persists then the Bids will be liable to be rejected.
- 1.4 The Bidders are required to submit their Price quotes on “**Cost of ESIA Study per Project basis**” as per Format V under Section V of Forms & Formats”. Quoted Prices should be exclusive of Goods & Service Tax (GST) which shall be reimbursed by SECI on actual against documentary proof based on tax invoices raised by the contractor.
- 1.5 Contract for the Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) studies as per the scope of Work will be awarded to the Bidder, whose “**Cost of ESIA Study per Project basis**” in Format V of Section VI, has been determined to be lowest evaluated offer after evaluating the Financial Bids & has qualified the laid down Techno Commercial Eligibility Criteria of the Tender document.
- 1.6 The prices quoted by the Bidders will be exclusive of GST as clearly mentioned in the Financial Bid Formats also.
- 1.7 GST [applicable for both Centre and state] and other levies [if any] payable by the Bidder under the Contract, or for any other cause, related with the Project/Work, shall be excluded in the rates / prices and the total Bid-price submitted by the Bidder. Applicable rate of GST will be required to indicate separately as mentioned in the format, so that accordingly Contract Agreement (CA) can be signed off with the successful Bidder.

- 1.8 Prices must be filled in format V for Financial Bid enclosed as part of Tender documents under Section – VI. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed, the Bid is liable to be rejected.
- 1.9 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 1.10 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy noted between words & figures, then words will prevail.
- 1.11 Bidders are required to ascertain the correctness of amount related to all the applicable GST as mentioned in the Price Bid while submitting the Price Bids as it will largely impact during the L1 Price assessment at the time of evaluation of price bid.

## 2. Goods & Service Tax (GST)

Contractor shall mandatorily obtain the registration under GST Law at Central level and/or in respective State as may be required. Further, Contractor shall mandatorily file returns under GST before their due date & comply with the requirements of the Law within timelines. Before releasing the payment to the Contractor, SECI shall ensure that the Contractor has complied with all the required statutory requirements under GST. SECI shall not be responsible for any delay in payment release to the contractor in case the GST compliance is not fulfilled from the contractor side in any manner.

Contractor shall be responsible to comply with all the requirements of applicable provisions of GST. Contractor has to mandatorily get registered under GST at Central and relevant State(s). Contractor shall file all the returns on timely basis and upload all the Invoices and acceptance thereof as may be required under the provisions of GST. In case, it is found that Owner is not able to take CENVAT benefit of the taxes due to fault of the Contractor, Owner shall be constrained to deduct the amount from the payments to be made to the Contractor or recover the same in any other manner

- 2.1 Bidders are required to submit a copy of the GST Registration Certificate or GST provisional certificate while submitting the bids wherever GST is applicable.
- 2.2 The responsibility of payment of GST lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule GST Law. The invoice shall also contain the following:

- (a) Name, Address & Registration No. of such Person/ Contractor
- (b) Name & Address of the Person/ Contractor receiving Taxable Service
- (c) Description, Classification & Value of Taxable Service provided
- (d) GST Amount, if any.
- (e) HSN code of the Goods/Services.

Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, Employer/ Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Employer/ Owner.

- 2.3 In case CBIC (Central Board of Indirect Taxes) brings to the notice of Employer/ Owner that the contractor has not remitted the amount towards GST collected from Employer/ Owner to the government exchequer, then, that contractor may be debarred from bidding in future tenders of Employer/ Owner for given period as per the sole discretion of Employer/ Owner.
- 2.4 In case of statutory variation in GST during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The following may also be noted: -
- a) Any increase in the rate of non-cenvatable GST beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate shall be passed on to the Employer/ Owner.
  - b) The base date for the purpose of applying statutory variation shall be the date of techno-commercial bid opening.

### 3. AWARD OF CONTRACT

- 3.1 SECI will award the contract of "Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) studies" as per the scope of Work will be awarded to the Bidder, whose "**Cost of ESIA Study per Project basis**" (Exclusive of GST) in Format V of Section VI, has been determined to be lowest evaluated offer after evaluating the Financial Bids & has qualified the laid down Techno Commercial Eligibility Criteria of the Tender document.
- 3.2 In case of a tie the Bidder having higher Minimum Average Annual Turn Over will be recommended for the Notification of Award (NOA).

- 3.3 SECI will notify the successful bidder in writing, through NOA (Notification of Award), that his tender has been accepted. The issue of the NOA shall constitute the formation of the contract, and the tenderer shall commence the work and start the services immediately thereafter.
- 3.4 The Letter of NOA would be sent in duplicate to the successful bidder who will return one copy to SECI duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within two weeks from the date of issue of NOA. The date of commencement of services will be notified to the successful bidder in the NOA issued
- 3.5 No correspondence will be entertained by SECI from the unsuccessful bidders.
- 3.6 Upon Letter of Acceptance being signed and returned by the successful bidder SECI will promptly notify the unsuccessful bidders and would start the process of discharge / return of their EMDs.

# **SECTION V**

# **FORMS & FORMATS**

**(The covering letter should be on the Letter Head of the Bidding Company)**

To

1. We give our unconditional acceptance to the Tender Document, dated ..... [Insert date in dd/mm/yyyy], issued by SECI. In token of our acceptance to the Tender Document, the same have been initialled by us and enclosed with the response to Tender Document.
2. We have enclosed Bid Processing Fees of Rs....., in the form of DD/ Bankers Cheque .....[Insert DD/Bankers Cheque number] dated ..... [Insert date of DD/Bankers Cheque].
3. We have enclosed Earnest Money Deposit of Rs....., in the form of DD/ Bankers Cheque.....[Insert DD/Bankers Cheque No] dated ..... [Insert date of DD/Bankers Cheque].
4. We have submitted our response to Tender Document strictly as per Section V (Forms & Formats) of this Tender Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the Tender Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
6. Familiarity with Relevant Indian Laws & Regulations:

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Tender Document, in the event of our selection as Successful Bidder.

7. We are enclosing herewith our response to the Tender Document with formats duly signed as desired by you in the Tender Document for your consideration.
8. It is confirmed that our response to the Tender Document is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from SECI.
9. The information submitted in our response to the Tender Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Tender Document.
10. We hereby declare that our company has not been debarred / black listed by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.
11. We confirm that all the terms and conditions of our Bid are valid up to \_\_\_\_\_ (*Insert date in dd/mm/yyyy*) for acceptance (i.e. a period of one hundred and eighty days (180) days from the date of opening of tender).
12. Contact Person

Details of the representative to be contacted by SECI are furnished as under:

Name : .....  
 Designation: .....  
 Company : .....  
 Address : .....  
 Phone Nos.: .....  
 Mobile Nos.: .....  
 Fax Nos. : .....  
 E-mail address : .....

13. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

**Format-II****GENERAL PARTICULARS OF THE BIDDER**

Name of the Consulting Agency/Firm (Bidder)	
Registered Office Address	
Address of the Bidder	
E-mail	
Web site	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
Year of Incorporation	
Have the Bidder/Company ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.	
Bank Details (Name, Account No, IFSC Code)	
PAN No	
Whether the Vendor is registered/ Likely to be registered under GST	<b>Yes                      No</b> If Yes, then customer will be treated as registered customer & he will have to provide further details as stated on the below left hand side
GST ID (Proof to be submitted – GST No acknowledgement OR Email from Gol)	
GSTN Address	
Manpower available (give details) qualification and experience etc of key personnel.	1. 2. 3. 4.
Available infrastructure	1. 2. 3.
area of core competence (if needed attach separate sheet)	1. 2. 3.
details of major assignments undertaken of a similar nature in the broad categories	1. 2. 3.

(Signature of Authorized Signatory)

**Format-III****FORMAT FOR PERFORMANCE SECURITY BANK GAURANTEE**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Bidder') submitting the response to Bid inter alia for ".....at Solar Energy Corporation of India Limited (SECI)" in response to the Tender dated..... issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the Tender of .....[insert the name of the selected Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting Successful Bidder/Trader and issuing Letter of award No ----- to (Insert Name of selected Successful Bidder) as per terms of Bid and the same having been accepted by the selected Successful Bidder, M/s -----, if applicable ]. As per the terms of the tender, the ----- [insert name, branch code & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorised by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s ----- [Insert name of the selected Successful Bidder]

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. ----- (Rs. ----- only).

Our Guarantee shall remain in force until..... SECI shall be entitled to invoke this Guarantee till .....

The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the selected Successful Bidder] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK

GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Successful Bidder, to make any claim against or any demand on the selected Successful Bidder or to give any notice to the selected Successful Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected Successful Bidder

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For

\_\_\_\_\_ [Insert Name of the Bank] \_\_\_\_\_

Banker's Stamp and Full Address. Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_ Witness:

1. ....

Signature

Name and Address

2. ....

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed as per Format XI
3. **Bank Contact Details & E Mail Id to be provided**

**Format-IV****FORMAT FOR EARNEST MONEY DEPOSIT**

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

Ref. \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

Date: \_\_\_\_\_

In consideration of the -----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to NIT inter alia for selection of the Project in response to the NIT No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Solar Energy Corporation of India Limited (hereinafter referred to as SECI) and SECI considering such response to the NIT of .....[insert the name of the Bidder] as per the terms of the NIT, the \_\_\_\_\_ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI] forthwith on demand in writing from SECI or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees -----[Insert amount] only, on behalf of M/s. \_\_\_\_\_ [Insert name of the Bidder] .

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ [insert date of validity in accordance with NIT] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ [insert date of validity in accordance with NIT]. SECI shall be entitled to invoke this Guarantee till \_\_\_\_\_ [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the Bidder] and/or any other person.

The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until \_\_\_\_\_ [Date to be inserted on the basis of this NIT] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

For

\_\_\_\_\_[Insert Name of the Bank]\_\_\_\_

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

**Bank Contact Details & E Mail Id to be provided**

**Format-V****FINANCIAL PROPOSAL****(On Bidder's letter head)**

To,

[Date and Reference]

**Solar Energy Corporation of India Limited**  
**1st Floor, D-3, Wing A, Religare Building,**  
**District Centre, Saket, New Delhi – 17**

**Sub: Response to Tender Document for .....vide Tender Document No.-----**  
 -----

Dear Sir,

I/ We, \_\_\_\_\_ (Applicant's name) enclose herewith the Financial Proposal for selection of our company for .....as a Bidder. I/ We agree that this offer shall remain valid for a period of 180 (one hundred and eighty) days from the date of opening of tender or such further period as may be mutually agreed upon.

**Mentioned below is "Total Cost of ESIA Study per Project basis" for the Services of Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) studies**

**PROFORMA FOR QUOTING THE RATES FOR ESIA STUDY**

S. No.	Particulars	Price (INR)	Applicable GST	Total Cost of ESIA Study per Project basis including GST	Total cost in words
1.	Cost of ESIA Study per Project basis				

Yours faithfully, (Signature, name and designation of the Authorized Signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the Tender Document.

**Format-VI****PROFORMA: - WORK EXPERIENCE**

<b>Project</b>		
<b>Client:</b>		<b>Duration (Start; End Date):</b>
<b>Contract value:</b>	<b>Person months input:</b>	<b>Total person months under the contract:</b>
<b>Firm which undertook work:</b>		
<b>Name of associate Consultants, if any:</b>		
<b>Narrative description of project:</b>		
<b>Experience relevant to the present assignment:</b>		

**Format for Team Composition and detailed Curriculum Vitae**

#	Name	Educational Qualification	Position	Years of Experience	Expertise
1					
2					
3					
4					
5					
...					
...					

**Format of Curriculum Vitae (to be provided by all the Team Members including Team Leader)**

1. Name of Staff: \_\_\_\_\_

2. Proposed Position  
\_\_\_\_\_

3. Employer: \_\_\_\_\_

4. Date of Birth: \_\_\_\_\_ Nationality: \_\_\_\_\_

**5. Education**

<u>School, college and/or University Attended</u>	<u>Degree/certificate or other specialized education obtained</u>	<u>Date Obtained</u>

**6. Countries of Work Experience:**

7. Languages: \_\_\_\_\_

**8. Employment Record**

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

**9. Work Undertaken that Best Illustrates Capability to Handle the Tasks defined in the scope of work**

Name of assignment or project: \_\_\_\_\_

Year: \_\_\_\_\_

Location: \_\_\_\_\_

Client: \_\_\_\_\_

Main project features: \_\_\_\_\_

Positions held: \_\_\_\_\_

Activities performed: \_\_\_\_\_

**Format-VII****Format for Turnover for last 03 (Three) financial years**

(i.e. Current financial year up to date of submission of tender &amp; 3 preceding financial years)

S No	Financial Year	Turnover	Remarks
1	2014-15		
2	2015-16		
3	2016-17		

**In addition to the above, the Bidder has to submit the following documents / information:**

- i) Copy of audited balance sheet(s) for last 3 Financial Years ending on 31<sup>st</sup> March 2017
- ii) In case, audited balance sheet for FY 2016-17 is unavailable, audited balance sheet(s) for FY 2013-14, FY 2014-15 & FY 2015-16 needs to be submitted.

Date:

Signature of Chartered  
Accountant with Seal

Seal and Signature of Tenderer

Witnesses:

**Format-VIII**

**"NO DEVIATION" CONFIRMATION**

To,

M/s SOLAR ENERGY CORPORATION OF INDIA LIMITED

SUB:

TENDER NO:

**Dear Sir,**

We understand that any 'deviation / exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception / deviation' anywhere in the Bid and we agree that if any 'deviation / exception' is mentioned or noticed, our Bid may be rejected.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**FORMAT -IX****E-Banking Mandate Form**  
**(To be issued on Bidder letter head)**

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
  - a) Name of Bank
  - b) Name of branch
  - c) Branch code:
  - d) Address:
  - e) Telephone number:
  - f) Type of account (current/saving etc.)
  - g) Account Number:
  - h) RTGS IFSC code of the bank branch
  - i) NEFT IFSC code of the bank branch
  - j) 9 digit MICR code

I/We hereby authorize Limited to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the SECI responsible.

(Signature of vendor/customer)

**Format-X****POWER OF ATTORNEY**

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

**Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.**

Know all men by these presents, We ..... (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. .... (name & residential address) who is presently employed with us and holding the position of ..... as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to the NIT No ..... dated ..... issued by **Solar Energy Corporation of India Limited (SECI), New Delhi** including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India Limited, New Delhi and providing information / responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection with Bid till the completion of the bidding process as per the terms of the above mentioned NIT.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the NIT.

**Signed by the within named**

..... (Insert the name of the executant company)

**through the hand of**

**Mr. ....duly authorized by the Board to issue such Power of Attorney**

**Dated this ..... day of .....**

**Accepted**

.....

Signature of Attorney

(Name, designation and address of the Attorney)

**Attested**

.....

**(Signature of the executant)**

**(Name, designation and address of the executant)**

.....

**Signature and stamp of Notary of the place of execution**

**Common seal of ..... has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....**

**WITNESS**

1. ....

**(Signature)**

**Name.....**

**Designation .....**

2. ....

**(Signature)**

**Name.....**

**Designation .....**

**Notes:**

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company / Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid up share capital of more than Rupees Five crores, should be the Managing Director / whole time director/manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s)

**Format-XI****List of Banks**

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
<b>SBI AND ASSOCIATES</b>	1. IDBI Bank Ltd.
1. State Bank of India	<b>3. FOREIGN BANKS</b>
2. State Bank of Indore	1. Bank of America NA
	2. Bank of Tokyo Mitsubishi UFJ Ltd.
	3. BNP Paribas
	4. Calyon Bank
	5. Citi Bank N.A.
	6. Deutsche Bank A.G
<b>NATIONALISED BANKS</b>	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	14. Credit Agricole Corporate and Investment Bank
8. Dena Bank	<b>4. SCHEDULED PRIVATE BANKS</b>
9. Indian Bank	1. Federal Bank Ltd.
10. Indian Overseas Bank	2. ING Vysya Bank Ltd.

11. Oriental Bank of Commerce	3. Axis Bank Ltd.
12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	10. IDFC
19. Bank of Baroda	11. RBL
	12. South Indian Bank