



# **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 Social Development Specialist for  
preparation and implementation of Social  
Safeguard Measures in SECI's Solar Projects.**

**Tender No. SECI/C&P/SDS/2017/12  
Dated: 07.07.2017**

**INDEX**

<b>SECTION NO</b>	<b>CONTENTS</b>	<b>PAGE NOS</b>
<b>Section-I</b>	Introduction & Tender Details	3-8
<b>Section-II</b>	Scope of work and Eligibility Criteria	9-12
<b>Section-III</b>	General Conditions of Contract (GCC) & Instructions to Bidders	13-25
<b>Section-IV</b>	Evaluation Criteria	26-33
<b>Section-V</b>	Forms & Formats	34-44
	a) Covering Letter as per Format I. b) General particulars of the Bidder as per Format II c) Financial Proposal as per Format V d) Experience Details as per Format VI e) No Deviation Confirmation as per Format VIII f) E Banking Mandate Form as per Format IX g) List of Banks as Per Format XI	

# **SECTION I**

## **INTRODUCTION AND TENDER DETAILS**

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



**Tender No: SECI/C&P/SDS/2017/12**

**Date: 07/07/2017**

Solar Energy Corporation of India Limited (hereinafter called "SECI"), invites bids from the eligible Consultants/Experts to participate in the Notice Inviting Tender (NIT) for **"The Hiring of Social Development Specialist for preparation and implementation of Social Safeguard Measures in SECI's Solar Projects"**

For the implementation of above mentioned work, Consultants/Experts should submit their Techno Commercial & Price Bids/proposals complete in all respect in separate sealed covers, super-scribed with **"The Hiring of Social Development Specialist for preparation and implementation of Social Safeguard Measures in SECI's Solar Projects"** at the following address so as to reach on or before **1800 HRS on 24<sup>th</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** The Government of India (GoI) wants a growing share of the country's Electricity generation to come from Renewable Energy (RE). In its Nationally Determined Contribution (NDC), India announced at the Conference of Parties (COP) 21 in Paris that it aims to increase to 40 percent the share of installed electric power capacity from non-fossil-fuel-based energy resources by 2030. This includes plans to quadruple the country's (non-Hydropower) RE capacity to 175 GW by 2022, which will require up to US\$170 billion in investments in generation, as well as substantial complementary investments in strengthening the transmission network to absorb this variable Power. The 175 GW target by 2022 will result in abatement of 326 million tons of CO<sub>2</sub> equivalent/year.
- 1.5** A significant part of India's NDC will be delivered through the enhanced ambitions of the updated Jawaharlal Nehru National Solar Mission (JNNSM). Recognizing the potential of solar energy to contribute to energy security of the country along with the falling PV prices that increased likelihood of reaching grid parity sooner than later. Being a Central Public Sector Enterprise (CPSE) dedicated to RE domain, with a twin objectives of technology development as well as market development, it is SECI's responsibility to find appropriate technological and market-based solutions to the overcome

constraints, such as, land scarcity, Transmission bottlenecks, Grid instability, etc. that are currently being faced by the RE sector.

- 1.6** 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 Social Development Specialist to help SECI in preparation and implementation of Social Safeguard measures in its various Sub Projects.
- 1.7** The Consultant/Expert which is Techno-Commercially qualified, shall be empanelled with SECI. The tenure of empanelment shall be 01 (One) year 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.
- 1.8** 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.
- 1.9** The Bidders/Consultants/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/SDS/2017/12 Dated: 07/07/2017
<b>Broad Scope</b>	Notice Inviting Tender for <b>The Hiring of Social Development Specialist for preparation and implementation of Social Safeguard Measures in SECI's Solar Projects</b>
<b>Period of the Empanelment</b>	12 Months from the date of Notification of Award (NOA)
<b>Bid Processing Fee</b>	<b>Rs 5750/- (Rs Five thousand, seven hundred &amp; Fifty 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>Pre-bid Conference</b>	A Pre-bid conference shall be held as per the intimation on <b>www.seci.co.in</b> . Only one Expert/Consultant from the Bidder side is allowed to attend the same.
<b>Last date &amp; Time of Submission of Bids</b>	<b>24/08/2017 up to 1800 HRS</b>
<b>Opening of Techno Commercial Bids</b>	<b>25/08/2017, 1100 HRS onwards</b>
<b>Opening of Financial Bids</b>	<b>To be intimated subsequent to the shortlisting of Techno Commercial Bids</b>
<b>Name, Designation, Address and other details (For Submission of Response to NIT)</b>	<b>Sh. Sandeep Kumar</b> <b>Manager (C&amp;P)</b> <b>Solar Energy Corporation of India Limited</b> <b>1<sup>st</sup> floor, D-3Wing A, Religare Building</b> <b>District Centre, Saket, New Delhi – 110017</b> <b>Telephone: 011 71989290, Extension 290</b> <b>E mail: <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a></b>
<b><u>Important Note:</u></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. Scope of Work

Social Development Specialist Scope includes:

1. Preparation, Review and finalization of following documents:
  - a. Resettlement Policy Framework (RPF)
  - b. Indigenous Peoples Policy Framework (IPPF)
  - c. Gender Development Framework
  - d. Community Consultation framework
2. Translation of RPF and IPPF in local language and ensure dissemination of all Social Safeguard documents at both National and State level.
3. Providing policy guidance to the sub project level counterparts.
4. Monitoring of resettlement and rehabilitation as well as Land acquisition activities at the sub project level.
5. Ensuring budgetary provisions for land acquisition and R&R activities.
6. Liaison with state administration for land acquisition and implementation of Resettlement Action Plan / Indigenous Peoples Development Plan/ Gender Action Plan / Consultation Plan.
7. Participation in State Level meetings. Conduct/Coordinate for the Stakeholders meeting at Project level.
8. Finalization of TOR of contracting NGO for implementation and external agency for monitoring and evaluation.
9. Preparation of training schedule for project level social development officials for capacity building to implement the RAP; IPDP; GAP.
10. Preparation of TOR for any studies required and qualitative dimensions to the implementation of RAP and other safeguard instruments.
11. Help sub project to design and carry out information campaign and consultations with the local community during the implementation of the RAP.
12. Facilitate appointment of consultants to carry out the studies and co-ordinate them.
13. Monitor physical and financial progress on implementation of RAP and other safeguard instruments.
14. Reviewing of micro plans prepared for the affected families on sample basis.
15. Assisting sub project to set up local level grievance redress mechanism and be part of central level grievance redress mechanism.

16. Preparation of monthly and quarterly progress reports and participation in review meetings as and when held at project level.
17. Participation in the training program for capacity building.
18. Carry out other responsibilities as required from time to time.
19. Review the Reports (Base line studies, EMSF, ESIA etc) prepared by different associated Consultants/WB/ADB/IFC & provide evaluation reports accordingly.

## 2. Eligibility Criteria

### 2.1 General Eligibility Criteria

- a) The Bidder with reference to this Tender Document can be an Individual Social Development Specialist or an individual Social Development Expert or an individual Consultant who wishes to participate and submitting the Bid as per the Eligibility criterion as set forth in the Tender document. Any reference to the Bidders including its successors, executors and permitted assigns as the context may require.
- b) Any kind of Companies, Agencies, Firms, Technical or Financial JV/Consortium is not allowed under this Tender Document.
- c) Bidder should submit the Bid with required documentary proof only. 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.

### 2.2 Technical Eligibility Criteria

- A. The consultant/Candidate should be having Master's Degree in Social Sciences (namely Sociology; Social Anthropology; Economics; Geography) from a recognized University.  
**(Document Required: Copies of Qualification Details, Certificates, Degree & Marksheets)**
- B. The consultant Should have at least 10 (Ten) years of experience of working independently as a Social Development Specialist in Large Energy / Infrastructure projects in India.

**(Document Required: Copies of Experience Details/Experience Certificates/ Client work order copies/Successful Project completion confirmation from client side for all such Projects)**

- C. The consultant should have worked in at least 02 (Two) Projects of multilateral agencies like WB, ADB, IFC of Large Energy / Infrastructure projects.

**(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)**

- D. The consultant should have experience of both national regulations as well as multi-lateral agency's policies related to land acquisition, resettlement and indigenous community.
- E. The candidate should be willing to travel across the country.
- F. Written and spoken knowledge of English and Hindi is must

## 2.3 Other Details

- 1.1 The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria as indicated under clauses 2.1& 2.2 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 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 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 an individual Social Development Specialist or individual Social Development Expert or an individual Consultant who wishes to participate and submitting the Bid as per the Eligibility criterion as set forth in the Tender document. Any reference to the Bidders 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 Consultant 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 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 **01 (One) Year** 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, tort, indemnity 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 agreeing to the request will not be required or permitted to modify his tender.

## **12. EARNEST MONEY DEPOSIT (EMD): NOT APPLICABLE FOR THIS TENDER**

## **13. PERFORMANCE SECURITY: NOT APPLICABLE FOR THIS TENDER**

## **14. EMPANELMENT BOND (AFTER EMPANELMENT)**

After the Empanelment process is completed with SECI following the issuance of Notification of Award (NOA), within a period of 30 days from the date of NOA, respective Expert/Consultant will be required to deposit a Refundable Empanelment Bond of **Rs 25,000** (Rs. Twenty-Five thousand only) in the form of Demand Draft / Banker's Cheque drawn in favour of "**Solar Energy Corporation of India Limited, New Delhi**" Payable at New Delhi. The Demand Draft / Banker's Cheque will be deposited with SECI to be treated as the Empanelment Bond, which would be refunded back after the successful completion of the Empanelment period to the respective Expert/Consultant. Non-submission of the Empanelment Bond shall lead to cancellation of NOA/CA of the Expert's empanelment. Non-compliance to any of the contractual obligations by the consultant may lead into forfeiture of empanelment bond by SECI.

## **15. NO OF SITE VISITS/ REVIEW MEETINGS**

It's being envisaged that the Expert/Consultant will be required to visit a maximum of 05 times to the respective Project site plus maximum 05 visits for the review meetings at SECI's office or as per the review location as intimated time to time by SECI. So, in totality 10 (ten) Site/SECI visits are estimated on per Project basis which should be considered by the Bidder which quoting its Financial Bids.

Henceforth, Expert/Consultant are required to quote their Financial Bids accordingly considering the price implication of the estimated No of visits as mentioned above. The quoted prices would include

the charges for the estimated no of visits, Lodging, Boarding, Food, out of pocket expenses & all other incidental expenses which may be required in the execution of the specific Project. SECI would not reimburse any of the charges in addition to the final contract prices concluded on per Project basis.

## 16. PAYMENT TERMS

Total Per Project cost will be divided in 03 (Three) Milestones:

- a) **Payment Milestone 01:** 20% (Twenty Percent) of the Project cost will be released to the Expert/Consultant against the successful sign off of the Project Kick off schedule/meeting.
- b) **Payment Milestone 02:** 40% (Forty Percent) of the Project cost will be released to the Expert/Consultant at the Mid of the estimated Project completion date (Which is signed off in the Project Kick off schedule/meeting) or 03 (Three) months whichever is earlier.
- c) **Payment Milestone 03:** Final 40% (Forty Percent) of the Project cost will be released to the Expert/Consultant after the successful completion of the Project and handing over of all the Project related Social Development Report/Drawings/Study duly verified by the concerned officer in charge of the Technical Team/Solar Department.

\* All payments mentioned above will be made against the submission of original invoices as per the format provided by SECI at the time of Notification of Award (NOA).

All payment shall be made as mentioned above on milestone basis to the Consultant within a period of 30 days of the submission of Social Development Report/Drawings/Study/Review Reports & invoices duly verified by the concerned officer in charge of the Technical Team/Solar Department.

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

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

## 17. 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 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.

## 18. 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.

## 19. 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.

## 20. WITHDRAWAL OF BIDS

No Tender can be withdrawn after Bid opening and 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.

## 21. 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.

## 22. 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.

## 23. 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.

## 24. 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 02 (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.

Duly signed and stamped Contract Agreement (CA) on stamp paper of requisite value has to be signed with SECI within 04 (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.

## 25. 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 **“The Hiring of Social Development Specialist for preparation and implementation of Social Safeguard Measures in SECI’s Solar Projects”** 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. Experience Details as per Format VI & complete set of Experience documents in support of the eligibility as per clause No 2.2 & 2.3 of Section II
- v. No Deviation Confirmation as per Format VIII
- vi. E Banking Mandate Form as per Format IX
- vii. Signed and stamped Copy of Tender Documents including amendments (If any) & clarifications by Authorised signatory.
- viii. Copy of PAN Card and Income Tax Registration
- ix. An undertaking that the Consultant 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 “The Hiring of Social Development Specialist for preparation and implementation of Social Safeguard Measures in SECI’s Solar Projects “

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 27 & will be sent as per the provision mentioned under clause no 26 below.

**26. 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 24/07/2017 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)



## 27. 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 “The Hiring of Social Development Specialist for preparation and implementation of Social Safeguard Measures in SECI’s Solar Projects”</b>	
<b>Tender Document No.</b>	
<b>Due Date of Submission</b>	
<b>Bids Submitted by</b>	<b>(Enter Full name and address of the Bidder)</b>
<b>Authorized Signatory</b>	<b>(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)</b>
<b>Bid Submitted to</b>	<b>SOLAR ENERGY CORPORATION OF INDIA LIMITED, 1<sup>st</sup> Floor, A-Wing, D-3, District Centre Saket, New Delhi-110017, Tel: 011-71989290</b>

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

## 28. 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.

## 29. 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.



### 30. Default in Contracts obligation

In case of any default or delay in performing any of the contract obligation, SECI reserves the right to 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.

**31.** If required, SECI shall make seating arrangement for the Social Development at SECI's premises for the purpose of co-ordination. The responsibility for ensuring the availability of all paraphernalia including laptop, computer software, internet connection, office stationery etc. shall lie with the Consultant.

### 32. 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**

### 33. EVALUATION OF TENDERS

**33.1 General Evaluation:** First of all, it will be determined whether each tender is accompanied with the valid Bid Processing Fess i.e. the required amount and in an acceptable form. Tenders not accompanied with the valid 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. 2.1 & 2.2 of Section II of the Tender Document**

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.

**33.2 Presentations:** All incoming Techno Commercial Bids will be examined thoroughly. Eligible applicants would be required to personally discuss and make presentations on their credentials and the proposal before a Committee of Officers constituted by SECI. The exact date, time and venue for the discussions and presentations would be communicated separately.

**33.3** The Bidders are required to submit their Price quotes on “**Cost of Social Development Project Study on 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.

**33.4** The Technical Proposal (TP) will be evaluated by the Consultancy Evaluation Committee (CEC) to be set up by SECI for the purpose. While evaluating the proposals, the CEC will allot weightage for the Technical Proposal as under:

Parameter	Marks	
<b>Criteria 1:</b> The consultant/Candidate should be having Master's Degree in Social Sciences (namely Sociology; Social Anthropology; Economics; Geography) from a recognized University		
	<b>Qualification</b>	<b>Marks</b>
	Masters	10
	Masters + Doctorate	20
<b>Criteria 2:</b> The consultant Should have at least 10 (Ten) years of experience of working independently as a Social Development Specialist in Large Energy / Infrastructure projects in India		
	<b>Experience in Years</b>	<b>Marks</b>
	10	5
	>10 to 11	10
	>11 to 12	15
	> 12	Flat 20
<b>Criteria 3:</b> The consultant should have worked in at least 02 (Two) Projects of multilateral agencies like WB, ADB, IFC of Large Energy / Infrastructure projects in India.		
	<b>No of Projects</b>	<b>Marks</b>
	2	10
	>2 to 3	20
	>3 to 4	30
	> 4	Flat 40
<b>Criteria 4: Presentation &amp; Interview</b> Understanding of Objectives & Proposed Methodology/ Approach.		
	<b>Performance</b>	<b>Marks</b>
	Average	5
	Good	10
	Very Good	15
	Excellent	20
<b>Maximum Total for Criteria 1,2,3 &amp; 4</b>		<b><u>100 Marks</u></b>

**33.5** The minimum cut off for the marks in Technical Proposal above will be **40% (Forty Percent)**.

**33.6** The CEC will adopt a Quality & Cost based Selection (QCBS) approach for evaluating technical and financial bids. Under QCBS, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%. Proposal with the lowest cost will be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted for quality and cost, the consultant

shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined Technical & Financial score (CTFS) in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest total combined Technical & Financial score (CTFS) and ranked H-1 shall be recommended for Notification of Award (NOA)/Contract Agreement (CA).

**An illustrative Example of Evaluation in Quality & Cost based Selection (QCBS) is given below:**

**STAGE 1: TECHNICAL BIDS EVALUATION**

<b>Bidder details</b>	<b>Technical Marks Obtained</b>
Bidder1	70
Bidder2	60
Bidder3	35
Bidder4	50

**STAGE 2: CONVERSION OF TECHNICAL MARKS TO TECHNICAL SCORES**

<b>Bidder details</b>	<b>Technical Score</b>
Bidder1	70
Bidder2	60

Bidder3	Rejected *
Bidder4	50

**\*Since the eligible technical score should be 40 & above, bidder 3 is rejected**

**STAGE 3: FINANCIAL BID EVALUATION**

Bidder details	Financial Bid Amount
Bidder1	1,30,000
Bidder2	1,20,000
Bidder4	1,00,000

**Stage 4: CONVERSION OF FINANCIAL BID AMOUNT TO SCORE**

Bidder Details	Financial Bid Amount	Financial Score (LFB/F*100)
Bidder1	1,30,000	$100000/130000 \times 100 = 76.92$
Bidder2	1,20,000	$100000/120000 \times 100 = 83.33$
Bidder4	1,00,000	<b>100</b>

**LFB = Lowest Financial Bid, F = Quoted Amount**

**CONSOLIDATED TECHNICAL & FINANCIAL SCORE**

Bidder Details	Technical Score	Financial Score
Bidder 1	70	76.92
Bidder 2	60	83.33
Bidder 4	50	100

**Stage 5: COMBINED TECHNICAL AND FINANCIAL SCORE (CTFS)**  
**With Weightage 70:30**

Bidder Details	Applying weights for the Technical Score & Financial Score	CTFS	Rank of the Bidder
Bidder1	$70*(70/100) + 76.92*(30/100)$	<b>72.7</b> (49+23.7)	L1
Bidder2	$60*(70/100) + 83.33*(30/100)$	<b>66.99</b> (42+24.99)	L2
Bidder4	$50*(70/100) + 100*(30/100)$	<b>65</b> (35+30)	L3

- 33.7** Contract for the Hiring of Consultant for Social Development Project studies as per the scope of Work will be awarded to the Bidder, whose **proposal has secured the highest total combined Technical & Financial score (CTFS) and is ranked H-1 (As per clause 1.8 above)** after evaluating the Techno Commercial & Financial Bids.
- 33.8** The prices quoted by the Bidders will be exclusive of Goods & Service Tax (GST) as clearly mentioned in the Financial Bid Formats also.
- 33.9** Goods & Service Tax (GST) [applicable for both Centre and state] and other levies [if any] payable by the Bidder under the Contract, or for any other cause, shall be excluded in the rates / prices and the total Bid-price submitted by the Bidder. Applicable Goods & Service Tax (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.
- 33.10** 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.
- 33.11** 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.
- 33.12** 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.
- 33.13** Bidders are required to ascertain the correctness of amount related to all the applicable taxes/ duties/ levies 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.

### 34. GOODS & SERVICE TAX

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

Bidders are required to submit a copy of the GST Registration Certificate or GST provisional certificate while submitting the bids wherever GST is applicable. 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.

34.1 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.

34.2 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-deductible 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.

### 35. AWARD OF CONTRACT

- 35.1** SECI will award the contract of "The Hiring of Social Development Specialist for preparation and implementation of Social Safeguard Measures in SECI's Solar Projects"" as per the scope of Work to the Bidder, whose proposal has secured the highest total combined Technical & Financial score **(CTFS)** and is ranked H-1 after evaluating the Techno Commercial & Financial Bids.
- 35.2** In case of a tie the Bidder having higher Technical Marks will be recommended for the Notification of Award (NOA).
- 35.3** 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.
- 35.4** 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
- 35.5** No correspondence will be entertained by SECI from the unsuccessful bidders.
- 35.6** 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.

# **SECTION V**

# **FORMS & FORMATS**

**Format-I**

**Covering Letter**

Date: \_\_\_\_\_  
Reference No: \_\_\_\_\_  
From: \_\_\_\_\_

Tel.#:  
Fax#:  
E-mail address#  
To

**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 No-----dated ----- for Tender document for  
..... at SECI.

Dear Sir,

We, the undersigned ..... *[insert name of the 'Bidder']* having read, examined and understood in detail the Tender Document hereby submit our response to Tender Document. We confirm that in response to the aforesaid Tender Document, we including have not submitted more than one response to Tender Document including this response to Tender Document. We are submitting application for Agency for ..... at SECI.

1. I give my unconditional acceptance to the Tender Document, dated ..... *[Insert date in dd/mm/yyyy]*, issued by SECI. In token of my acceptance to the Tender Document, the same have been initialled by me and enclosed with the response to Tender Document.
2. I 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. I have submitted my 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.
4. I 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. I hereby expressly waive and withdraw any deviations and all claims in respect of this process.
5. Familiarity with Relevant Indian Laws & Regulations:  
I confirm that I have studied the provisions of the relevant Indian laws and regulations as required to enable me to submit this response to Tender Document, in the event of my selection as Successful Bidder.

6. I am enclosing herewith my response to the Tender Document with formats duly signed as desired by you in the Tender Document for your consideration.
7. It is confirmed that my response to the Tender Document is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from SECI.
8. The information submitted in my response to the Tender Document is correct to the best of our knowledge and understanding. I would be solely responsible for any errors or omissions in our response to the Tender Document.
9. I hereby declare that myself have not been debarred / black listed by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.
10. I 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).
11. Contact Person

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

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

12. I have neither made any statement nor provided any information in this Bid, which to the best of my knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in my Bid are true and accurate. In case this is found to be incorrect after my 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,

**Format-II**

**GENERAL PARTICULARS OF THE BIDDER**

Name of the Consultant/Expert (Bidder)	
Registered Office Address, if Any	
Address of the Bidder	
E-mail	
Web site, If any	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
Have the Bidder ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.	
Bank Details (Name, Account No, IFSC Code)	
Permanent Account No (PAN)	
Available infrastructure	1. 2. 3. 4.
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	
area of core competence (if needed attach separate sheet)	1. 2. 3. 4.
details of major assignments undertaken of a similar nature in the broad categories	1. 2. 3.

(Signature of Authorized Signatory)

**Format-V****FINANCIAL PROPOSAL**

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 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 Social Development Project Study on per Project basis” for the Hiring of Social Development Specialist for preparation and implementation of Social Safeguard Measures in SECI’s Solar Projects.**

**PROFORMA FOR QUOTING THE RATES FOR SOCIAL DEVELOPMENT PROJECT STUDY**

S. No.	Particulars	Price (INR)	Applicable GST	Total Cost of Social Development Project Study on per Project basis including GST	Total cost in words
1.	Total Cost of Social Development Project Study on 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 of Curriculum Vitae for the Social Development Specialist/ Consultant**

1. Name: \_\_\_\_\_
2. 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-VIII**

**"NO DEVIATION" CONFIRMATION**

To,

M/s SOLAR ENERGY COPRORATION OF INDIA LIMITED

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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**

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-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.

## Hiring of Social Development Specialist

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. RBL
19. Bank of Baroda	