

# SOLAR ENERGY CORPORATION OF INDIA

(A Government of India Enterprise)



**RFP No.** SECI/SOLAR/PV/R&D/SG/13-14/001

## REQUEST FOR PROPOSAL (RFP)

for

Selection of National Consultant for Solar Guidelines: Phase-II – A web based platform to support Solar Power Development in India - to be jointly implemented by SECI and GIZ, in consultation with MNRE

SOLAR ENERGY CORPORATION OF INDIA (SECI)  
NBCC PLAZA, TOWER-I, 4<sup>th</sup> FLOOR, SECTOR-V, SAKET  
NEW DELHI-110 017, INDIA.

Telephone No & Fax No: 91-11- 71989239

SECI website: [www.seci.gov.in](http://www.seci.gov.in)

**Note:** *The above mentioned address is likely to change. Bidders are requested to keep themselves updated regarding same through SECI's website [www.seci.gov.in](http://www.seci.gov.in)*



**giz**

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## **DISCLAIMER**

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Solar Energy Corporation of India (herein after referred to as "Authority") or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the enquiry for Consultancy Contract. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

# **Section –I: Invitation for Proposal**

## NOTICE INVITING TENDER (NIT)

Sealed Bids are hereby invited from eligible bidders, for services of Consultants for Implementation of Phase – II of Solar Guidelines - A web based platform to support Solar Power Development in India - to be jointly implemented by SECI and GIZ, in consultation with MNRE.

Particulars	Details
<b>Document Description</b>	RFP document for “Selection of National Consultant for Solar Guidelines: Phase-II – A web based platform to support Solar Power Development in India - to be jointly implemented by SECI and GIZ, in consultation with MNRE”
<b>RFP No. and Date</b>	<b>SECI/SOLAR/PV/R&amp;D/SG/13-14/001 Dated: 05/03/2014</b>
<b>Bid processing Fee (Non Refundable)</b>	Rs. 15000/- (to be submitted in the form of DD/Pay Order, along with the response to RFP in favour of “Solar Energy Corporation of India”, payable at New Delhi)
<b>Issue of bid document</b>	05/03/2014
<b>Date of Pre Bid Conference</b>	12/03/2014 at 15.00 Hrs
<b>Last date for submission of Bids</b>	25/03/2014 up to 1400 Hrs
<b>Date of opening of Technical Bids</b>	25/03/2014 at 1500 hrs
<b>Name, Designation, Address and other details (For Submission of Response to RFP)</b>	<p><b>The Senior Manager (Solar, PV)</b>  <b>Solar Energy Corporation of India</b>  <b>NBCC Plaza, Tower-1 4<sup>th</sup> Floor</b>  <b>Sector V, Saket, New Delhi 110017, India</b>  <b>Phone : +91-9717273446</b>  <b>Email: <a href="mailto:solarpv@seci.gov.in">solarpv@seci.gov.in</a></b></p> <p><b>Note:</b> The above mentioned address is likely to change. Bidders are requested to keep themselves updated regarding same through SECI's website <a href="http://www.seci.gov.in">www.seci.gov.in</a></p>

SECI reserves the right to cancel/withdraw the RFP without assigning any reason. Such decision will not incur any liability whatsoever on SECI consequently. The RFP document may be down loaded from the company's website.

**Website.** <http://www.seci.gov.in>

# **Section–II:**

## **Instructions to Consultants**

## **Definitions**

1. “**Consultant**” means an entity or a Joint Venture that will provide the Services to the Employer under the Contract.
2. “**Contract**” means the Contract signed by the Parties and all the attached documents listed in RFP documents, that is the General Conditions of contract (GCC), the Special Conditions of contract (SCC) by which the GCC may be amended or supplemented, and the Appendices.
3. “**Contractor**” means the agency selected by the Employer for executing the works.
4. “**Data Sheet**” means such part of the Instructions to Consultants used to reflect specific assignment conditions.
5. “**Day**” means calendar day.
6. “**Employer**” means Solar Energy Corporation of India (SECI), with which the selected Consultant shall sign the Contract for the Services.
7. “**Government**” means the government of India.
8. “**Instructions to Consultants**” (Section 2 of the RFP) means the document which provides Consultants with all Information needed to prepare their Proposals.
9. “**Joint Venture**” means a Consultant which comprises of two or more Partners each of whom will be jointly and severally liable to the Employer for all the Consultant’s obligations under the Contract.
10. “**LOA**” means the Letter of Award being sent by the Employer to the selected Consultants for signing of the agreement.
11. “**Personnel**” means professional and support staff provided by the Consultant and assigned to perform the Services or any part thereof;



12. “**Partner**” means any of the entities that make up the Joint Venture; and “**Partners**” means all those entities.
13. “**Proposal**” means the Technical Proposal and the Financial Proposal.
14. “**RFP**” means this document, Request for Proposal prepared by the Employer for the selection of Consultants.
15. “**Services**” means the work to be performed pursuant to the Contract.
16. “**Standard Electronic Means**” includes cable, telex, facsimile and email transmissions.
17. “**Terms of Reference**” (TOR) means the document included as Section 4 of RFP which explains the objectives, scope of work, activities/tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment.

<p><b>1. Introduction</b></p>	<p>1.1 The Employer named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.</p> <p>1.2 Qualified Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the Data Sheet.</p> <p>1.3 The Employer shall provide inputs for submission of proposal as given in the Data sheet.</p> <p>1.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.</p>
<p><b>2. Conflict of Interest</b></p>	<p>2.1 No agency or current employees of the Employer shall work as Consultants under their own departments or agencies. Recruiting former government employees or agencies of the Employer to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.</p> <p>2.2 A Consultant (including its Personnel) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.</p>

	<p>2.3 The Employer requires that consultants provide professional, objective, and impartial advice and at all times hold the Employer's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.</p> <p>2.4 Without limitation on the generality of the foregoing, Consultants shall not be recruited under the circumstances set forth below:</p> <ul style="list-style-type: none"> <li>(a) Conflict between consulting activities and procurement of goods, works or services:</li> <li>(b) Consultants that have been engaged by the Employer to provide goods, works or services for a project shall be disqualified from providing consulting services related to such project. Conversely, a consulting firm hired to provide consulting services for the preparation or implementation of a project shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's services for such preparation or implementation.</li> <li>(c) Consulting firms shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the firm.</li> </ul> <p>2.5 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
<b>3. Ethical Standards</b>	<p>3.1 Consultants are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the Employer reserves the right to cancel the</p>

	<p>proposal <i>at any stage</i>, including during the proposal stage or after award of the contract, if it determines that the Consultant being considered for award has engaged in corrupt or fraudulent practices in competing for the <b>Contract</b>.</p> <p>3.2 For the purposes of this provision, the terms set forth below are defined as follows:</p> <p>(a) "Corrupt practice" means the offering, giving, receiving, or soliciting, of anything of value to influence the action in the procurement process or in Contract execution: and</p> <p>(b) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Employer of the benefits of competition;</p> <p>(c) "Collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Employer, designed to establish prices at artificial, non- competitive levels;</p> <p>(d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.</p> <p>3.3 In pursuance of the above, the Employer:</p> <p>(a) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or</p>
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	<p>coercive practices in competing for the contract;</p> <p>(b) will declare a firm ineligible, either indefinitely or for a stated period of time, for the award of any contract if at any time it is determined that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a domestic financed contract; and</p> <p>3.4 Consultant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract.</p>
<b>4. Only One Proposal</b>	<p>4.1 Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.</p>
<b>5. Proposal Validity</b>	<p>5.1 The Consultants' Proposals must remain valid for 180 days from the last day of submission of Proposal. During this period, Consultants shall maintain the availability of Professional staff named in the Proposal. The Employer will make its best effort to complete the selection process within this period. However, should the need arise, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff named in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultant could submit new staff in replacement, who would be considered in the final evaluation for contract award.</p>

<p><b>6. Eligibility Conditions</b></p>	<p>6.1 The Consultant should be a company of professionals having experience in the handling of solar energy related projects. Specifically, the following requirements are to be met and adequate documentary evidence/certificates etc shall be submitted as proof of the same:</p> <p>(a) The Consultant should be a Company registered in India.</p> <p>(b) <b>Technical criteria:</b> The Consultant shall be well versed with various aspects of solar energy sector in India. The Consultant shall be able to demonstrate understanding of key issues of government policy, regulation and field implementation with respect to grid connected solar power projects and off-grid applications. Experience in designing and implementation of web-portals in this sector would be added advantage.</p> <p>(c) <b>Financial Criteria:</b> The consultant should have minimum average annual turnover of INR ten (10) Crores for last three (3) financial years as per audited annual accounts with positive Net-worth for the last financial year.</p> <p>(d) In case of joint venture, Consultants shall meet the Technical and Financial Criteria requirement as mentioned at points (b) and (c) above jointly.</p> <p>6.2 All the Consultants <b>shall have to submit an affidavit to the effect that:</b></p> <p>(a) he is not insolvent or not in receivership or not bankrupt or not in the process of being wound up, or not have entered into an arrangement with creditors;</p> <p>(b) his affairs are not being administered by a court, judicial officer or by an appointed liquidator;</p> <p>(c) he has not suspended business or not in any analogous situation arising from similar</p>
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	<p>procedures under the laws and regulations of India;</p> <p>(d) he has not been found guilty of professional misconduct by a recognized tribunal or professional body or any Government authority or judiciary;</p>
<b>7. Eligibility of Partners of a Joint Venture</b>	7.1 In case of a Joint Venture, the Lead Member (and every individual expert) shall be a legal entity of India.
<b>8. Clarifications and Amendments to the RFP</b>	<p>8.1 SECI reserves the right to amend the RFP and issue clarifications under intimation to all through posting on the SECI website (<a href="http://www.seci.gov.in">www.seci.gov.in</a>).</p> <p>8.2 At any time before the submission of Proposals, the Employer may for any reason, whether at its own initiative or in response to a clarification/modification/amendment requested by a prospective bidder, amend the RFP by issuing an addendum in writing or by standard electronic means and upload the same on SECI's website. <i>Prospective Consultants are requested to remain updated for any notices/amendments/clarifications etc. to the RFP document through the website <a href="http://www.seci.gov.in">www.seci.gov.in</a>. No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.</i></p>
<b>9. Preparation of Proposals</b>	<p>9.1 Consultants are requested to submit a Proposal in written in English language, comprising the following:</p> <p>9.2 <b>Processing Fee:</b> Tender Processing fee of Rs.15000/- in the form of DD favouring "Solar Energy Corporation of India" payable at Delhi.</p> <p>9.3 <b>Earnest Money Deposit:</b> An Earnest Money Deposit of Rs. 5.00 lakhs (Five Lakhs), in the form of DD/Bank Guarantee favouring "Solar Energy Corporation of India" payable at Delhi shall be accompanied with the proposal. In case of Bank</p>

	<p>Guarantee, the format for the same prescribed in Annexure-V (Section IV) shall be strictly adhered to and any deviation from the above Format shall make the EMD liable for rejection and consequently, the bid. Also the Bidder shall furnish the Bank Guarantee from any of the Banks listed at Annexure-VII (Section IV) to SECI. The EMD should be kept in a separate envelop. <u>If EMD is not found proper then the proposal shall be treated as non-responsive and shall not be evaluated.</u></p> <p><b>9.4 The Technical Proposal</b> should provide the following information using the Standard Forms provided in Section – V:</p> <p>(a) A brief description of the Consultant's organization and an outline of experience in last 5 financial years of the Consultants and in case of joint venture, for each partner, on assignments of a similar nature is required. For each assignment, the outline should indicate the names of Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs.</p> <p><b>The Professional staff proposed for the purpose of the present assignment must, as a minimum, have the experience as indicated in Annexure – I to the Data Sheet.</b></p>
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	<p>(b) A separate list of assignments handled during the last 3 years in the area of solar energy shall be provided.</p> <p>(c) The bidder must substantiate their experience by submitting the requisite documents (viz. Letter of Award, Completion Certificates).</p> <p>(d) A description of the methodology and work plan for performing the assignment.</p> <p>(e) The list of the proposed staff team by expertise, the tasks that would be assigned to each staff team member.</p> <p>(f) CVs of the proposed professional staff and the authorized representative submitting the proposal. Key information shall be included for reference.</p> <p>(g) Financial details mentioning Net worth, Turnover through consultancy business, etc. as required towards fulfilment of Financial criteria, certified by a Chartered Accountant.</p> <p>(h) Any additional information requested in the Data Sheet.</p> <p><b>9.5 Full-time Employees:</b> It is desirable that the majority of the experts proposed are regular full-time employees of the Consultant or have an extended and stable working relationship with it. A regular full-time employee of the Consultant is defined as a person who, on the date of submission of the Consultant's Proposal:</p> <p>(a) is currently employed under a contract of employment with the Consultant;</p> <p>(b) has been employed by the Consultant for the last 12 consecutive months preceding the date of submission of the Proposal;</p> <p>is entitled to receive regular remuneration and benefits (e.g. social security, pension or medical contributions) from the Consultant.</p>
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<b>10. Disqualification</b>	<p>10.1 The technical proposal of the Consultant shall be rejected if for a nominated expert:</p> <p>(a) Has failed to disclose any situation of actual or potential conflict in terms of para. 2.3.</p> <p>(b) The firm's offer falls under the criteria conflict of interest Clauses 2.3 and 2.4.</p>
<b>11. Financial Proposal</b>	<p>11.1 The Technical Proposal <b>shall not</b> include any financial information. A Technical Proposal containing financial information is liable to be declared non responsive.</p> <p>11.2 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms provided in Section – V:.The rates to be quoted shall be exclusive of all taxes, duties, cess, etc. excluding service tax. The taxes/duties applicable are to be mentioned separately. <b>The rates are to be filled in Indian National Rupees only.</b></p> <p>11.3 All activities and items described in the Technical Proposal must be priced. Any activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.</p>
<b>12. Submission of the Proposal</b>	<p>12.1 Consultant must submit <b>five copies</b> of the Technical proposal along with all enclosures/documents.</p> <p>12.2 <b>The financial documents shall be submitted in a separate sealed envelope.</b></p> <p>12.3 The Technical Proposal shall be marked "Original" or "Copy" as appropriate. All copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.</p>

	<p>12.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “<b>Technical Proposal</b>”. Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “<b>Financial Proposal</b>” followed by the name of the assignment.</p> <p>12.5 The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Bidder.</p> <p>The Employer shall not be responsible for misplacement, loss in transit or premature opening if the outer envelope is not sealed or suitably superscribed. This circumstance may be a cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.</p> <p>12.6 The Proposals must be sent to the following address:</p> <p><b>Senior Manager (PV)</b>  <b>Solar Energy Corporation of India</b>  <b>NBCC Plaza, Tower – I, 4<sup>th</sup> Floor,</b>  <b>Pushp Vihar, Saket, New Delhi – 110017</b>  <b>By 25/03/2014 (up to 14:00 hrs)</b></p> <p><b><u>Note:</u></b> The above mentioned address is likely to change. Bidders are requested to keep themselves updated regarding same through SECI’s website <a href="http://www.seci.gov.in">www.seci.gov.in</a></p> <p>12.7 At the time of Bid opening, the outer envelope shall be opened. Then, the envelope containing the EMD shall be opened first and if found in order, the Technical Proposal shall be opened. The Financial Proposal shall remain sealed and kept in deposit till the technical proposals are evaluated and then</p>
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	the financial offers of the technically qualified firms shall be opened.
<b>13. Extension of the Last Date</b>	13.1 The Employer reserves the right to extend the last day of submission and the date of opening of proposal, if considered necessary, without disclosing any reason thereof. The information in this regard shall be displayed on the Employer's website.
<b>14. Evaluation of Proposal</b>	<p>14.1 Proposals are to be evaluated in two stages – A Techno-Commercial Evaluation and A Financial Evaluation. The Techno-Commercial evaluation shall include appraisal on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, Sub-criteria, as per the point system specified in the Data Sheet and a power point presentation (not more than 20 min). Each responsive Proposal will be given a technical score (St). In addition to this, personal interview of the key Personnel for the Assignment may be conducted during technical evaluation i.e. before opening of price bid.</p> <p>14.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>14.3 The agency will have to secure minimum score in technical evaluation in order to qualify on technical grounds. The financial proposal of only those agencies shall be opened, who are declared qualified on technical grounds. The date and time of opening of the financial proposal shall be informed separately to qualified agencies</p> <p>14.4 In the Second stage, Proposals that qualify against a minimum qualifying benchmark i.e. 50 % of the Total Technical Score (St), shall be recommended by the Techno-Commercial Committee for Financial evaluation.</p>

	<p>14.5 To assist in the examination, evaluation, and comparison of the Technical and Financial Proposals, the Employer may, at its discretion, ask any Consultant for a clarification of its Proposal. Any clarification submitted by a Consultant that is not in response to the request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. <i>No change in the substance of the Technical Proposal or Financial Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation.</i> Any effort by the firm to influence the Employer in the Employer's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.</p>
<p><b>15. Opening and Evaluation of Financial Proposals</b></p>	<p>15.1 After the technical evaluation is completed, the Employer shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Employer shall simultaneously notify in writing to the Consultants that have secured the minimum qualifying mark, informing them of the technical scores obtained by their Technical Proposals, and indicating the date, time and location for opening the Financial Proposals. The notification shall be uploaded on the Employer's website and communicated to the Consultant through electronic mail. Consultants' attendance at the opening of Financial Proposals is optional.</p> <p>15.2 The Financial Proposals shall be opened in the presence of the consultants' representatives who choose to attend. The name of the consultant, the</p>

	<p>quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Employer shall prepare minutes of the public opening.</p> <p>15.3 The Evaluation Committee will correct any computational errors. <i>When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the amount stated in words shall prevail.</i> In addition to the above corrections, <b>activities and items described in the Technical Proposal but not priced, shall be considered to be included in the prices of other activities or items.</b> The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law.</p> <p>15.5 The lowest Financial Proposal inclusive of all taxes (Fmin) will be given a financial Score (Sf) of 1000 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (TP= the weight given to the Technical Proposal); FP = the weight given to the Financial Proposal; TP + FP = 1) indicated in the Data Sheet; <math>S = St \times TP + Sf \times FP</math>.</p>
<b>16. Award Of Contract</b>	<p>16.1 After Techno-Commercial and Financial evaluations, the Employer shall award the Contract to the selected Consultant. However, after signing of the Contract, the Employer may return the unopened Financial Proposals to the unsuccessful Consultants. Once the agreement is signed with the successful agency, the EMD of unsuccessful agencies shall be refunded within 3 weeks. For the successful bidder, EMD shall be returned after the</p>

	<p>submission of Performance Security worth <b>10%</b> of the contract price.</p> <p>16.2 The Consultant is expected to commence the Services within fifteen (15) days and/or as instructed by the Employer.</p> <p>16.3 <b>Performance Security:</b> Within thirty (30) days of issue of Letter of Award, the successful Consultant shall furnish to SECI a Performance Security, in the form of an unconditional and irrevocable Bank Guarantee for value of <b>10%</b> of the contract price as per the prescribed Form (Appendix G, Section VIII). In the event of extension of the contract, the Bank Guarantee(s) towards performance security shall be suitably extended by Consultant at no extra cost to the Employer.</p> <p>16.4 Failure of the selected Consultant to submit Performance Security as stated herein shall constitute sufficient ground for annulment of the award and forfeiture of his EMD.</p>
<b>17. Confidentiality</b>	<p>17.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the contract has been awarded. The use of confidential information related to the process by any Consultant may result in the rejection of its Proposal.</p>

## **Section –III: Data Sheet**



## **DATA SHEET**

<b>Paragraph</b>	<b>Reference</b>
1.1 ITC	Name of Employer: Solar Energy Corporation of India Method of selection: <u>Quality and Cost Based Selection (QCBS)</u>
1.2 ITC	Financial Proposal to be submitted together with Technical Proposal: <b>Yes.</b>  Name of the assignment: Consultancy Services for Phase – II of Solar Guidelines – a Web based Internet tool for Solar Industry stakeholders.
1.3 ITC	A pre-proposal conference will be held: Yes <b>Date:</b> 12/03/2014 <b>Time:</b> 1500 hrs. <b>Venue:</b> Board Room, Solar Energy Corporation of India NBCC Plaza, Tower – I, 4th Floor Pushp Vihar, Saket, New Delhi - 110017  The Employer's representative is: Sr. Manager (PV) Address: <b>Solar Energy Corporation of India</b> <b>NBCC Plaza, 4th Floor, Tower- I</b> <b>Saket, Pushp Vihar, New Delhi – 110017</b>  <b><u>Note:</u></b> <i>The above mentioned address is likely to change. Bidders are requested to keep themselves updated regarding same through SECI's website <a href="http://www.seci.gov.in">www.seci.gov.in</a></i>
5.1 ITC	The Consultants' Proposals must remain valid for 180 days from the last day of submission of Proposal.
8.1 ITC	The address for requesting clarifications is: Prashant Kumar Upadhyay (Sr. Engineer PV) Solar Energy Corporation of India NBCC Plaza, 4th Floor, Tower- I Saket, Pushp Vihar, New Delhi – 110017 (Mob: <b>+919910991523</b> )

9.1 ITC	Proposals shall be submitted in English language.
9.3 ITC	The amount of Earnest Money: Rs. 5 Lacs (INR Five lakhs only) in the form of DD/Bank Guarantee drawn in favour of “Solar Energy Corporation of India” payable at New Delhi, India, in a separate envelop along with Technical Bid.
9.4(a) ITC	Minimum required experience of proposed Professional staff is enclosed as <b>Annexure-I</b> .
11.2 ITC	The rates to be quoted shall be exclusive of all taxes, duties, cess etc. excluding service tax. All taxes/duties are to be indicated separately. Only service tax including surcharge will be reimbursed.
12.1 ITC	Five number of Copies required for Technical & Financial Proposal. In addition, a soft copy in a CD should also be provided.
12.6 ITC	<p>The proposal submission address is:</p> <p><b>The Senior Manager (Solar, PV)</b>  <b>Solar Energy Corporation of India</b>  <b>NBCC Plaza, Tower-1 4th Floor</b>  <b>Sector V, Saket New Delhi 110017, India</b>  <b>Phone : +91-9717273446</b>  <b>Email: <a href="mailto:solarpv@seci.gov.in">solarpv@seci.gov.in</a></b></p> <p><b>Note:</b> <i>The above mentioned address is likely to change. Bidders are requested to keep themselves updated regarding same through SECI's website <a href="http://www.seci.gov.in">www.seci.gov.in</a></i></p>
12.4 ITC	Proposals must be submitted no later than the following date and time: Date: <b>25/03/2014 up to 1400 hrs.</b> in SECI's office.
12.5 ITC	Date & Time of opening of Technical proposal: <b>25/03/2014 at 1500 hrs.</b>
14.4 ITC	<p>Minimum Technical Score required for technical qualification :</p> <p>A firm to be qualified in the technical evaluation shall have to attain a minimum technical score (St) of 500 marks (50% of 1000)</p>

15.5 ITC	<p>The formula for determining the financial scores is the following:  <math>S_f = 1000 \times F_{min}/F</math>, where <math>S_f</math> is the financial score, <math>F_{min}</math> is the lowest price  and <math>F</math>, the quoted price of the proposal under consideration The weights given to technical and Financial Proposals are:  TP = 0.60 and  FP = 0.40</p>
16.2 ITC	<p>Expected date for commencement of consulting services shall be intimated after agreement and not later than fifteen (15) days after the date of agreement.</p>

**Broad qualification and experience requirements of key experts**

The consultant is requested to prove qualification in the following areas by providing documentary evidence in the form of copy of LoA/Work Order/Contract from the respective authority:

- a) Support to Regulatory and Policy Makers: The consultant should have relevant experience in supporting stakeholders with aspects related to policy and regulatory frameworks for renewable energies and the respective projects, in particular. It is desirable that the consultant has supported state Government(s) in designing policy framework for encouraging renewable energy and/or solar energy and regulatory institution(s) in designing framework for rapid deployment of solar energy.
- b) Project Life Cycle Analysis of Solar Projects: The consultant is desired to demonstrate its experience in mapping of key aspects of project development in the Solar Energy Sector. It should have clear understanding on issues related to land availability and acquisition, grid connectivity, institutional capacity, state of the distribution companies, technology, key institutions at the state and central level, recourse and non-recourse financing (international standards), key risks and insurability etc. Among the qualification that consultants will demonstrate, the consultant shall prove mapping experience of at least one project of PV/CSP. Consultants shall in addition demonstrate their competence on analyzing project development in India as well as international experiences in this field.
- c) Advisory Experiences in Rooftop based Solar projects: The consultant shall prove qualifications in the establishment of business models for rooftop solar, PPP projects, standards & specifications, institutional design, policy and regulation as well as bid process management.
- d) Experiences with multilateral financing institutions (such as World Bank, ADB, IFC) and/or international investors etc. The consultant shall prove experiences with multilateral financing institutions and international investors for infrastructure projects, preferentially for solar projects.
- e) Experience in supporting creation of online database for renewable energy projects: It is desired that the consultant has relevant experience in supporting institution(s), locally or internationally, for the preparation of online database for renewable energy projects.
- f) Experiences in DDG based off grid projects: The consultant shall preferentially provide evidence on qualifications in the field of decentralized distributed generation (DDG) based off grid projects, especially regarding the designing of costs in off grid applications.

**The details of Qualifying Criteria and Experience expected from the staff proposed may be referred to in Annexure III, Section IV**

SUMMARY EVALUATION SHEET FOR CONSULTANCY SERVICES FOR Solar Guidelines: Phase – II Project			
Name of Agency:			
Qualification			
S. No	Evaluation Criteria	Marks Obtained	Max Marks
1.	Experience in Relevant Projects		
	a. Designing policy framework for state govt. and Regulatory Institutions for encouraging renewable (esp. solar) energy.		45
	b. Mapping project development life cycle of PV/CSP projects in India.		45
	c. Analysis of key issues, barriers and other aspects in project development of solar plants in India.		30
	d. Establishment of PPP framework for rooftop solar projects.		15
	e. Bid process management including preparation of RFP and PPA and evaluation of bids for rooftop solar projects.		15
	f. Experience in working with multilateral financing institutions and/or international investors for renewable energy projects.		45
	g. Experience in working with multilateral financing institutions and/or international investors for other infrastructure projects.		15
	h. Experience in supporting creation of online database for renewable energy projects for govt. institutions (national/international).		45
	i. Experience in decentralized distributed generation (DDG) projects		45
	Sub Total (I)		<b>300</b>

2.	Approach and Methodology			
	a.	Understanding of Objectives		50
	b.	General Understanding		50
	c.	Proposed Methodology/ Approach		50
	d.	Innovativeness/ Comments on ToR		50
	e.	Personnel Schedule		50
	f.	Proposal Presentation		50
	Sub Total (II)			<b>300</b>
3.	Personnel (Areas of Expertise)			
	a.	Key Personnel 1		100
	b.	Key Personnel 2		100
	c.	Key Personnel 3		100
	d.	Expert Pool		100
	Sub Total (III)			<b>400</b>
Total = Sub Total (I + II + III)				

\* Note: Marks under the Evaluation Criteria listed above are to be awarded in terms of following parameters:

- 1 Experience in Relevant Projects – No. of Projects (National + International)
- 2 Approach and Methodology – Clarity of understanding
- 3 Personnel – No. of relevant Projects

# **SECTION – IV:**

## **Terms of Reference**

### **1. Background**

With the continuous efforts of the Governments in the Centre as well as States, India has an installed solar power generation capacity of 2101.5 MW (as of October, 2013). However, in order to meet the targets envisaged under Jawaharlal Nehru National Solar Mission and under various policies announced by respective State Governments, it is desirable that relevant and easily accessible information to help and support the project developers and all stakeholders is properly disseminated at a convenient platform. This shall encourage timely implementation of solar projects as well as attract private sector participation in the solar power generation segment.

With the aim to facilitate the dissemination of proper and desired information to the project developers/administrative institutions/financial institutions and various other stakeholders to ensure timely implementation of solar projects under JNNSM and state policies, the Ministry of New and Renewable Energy and the German Federal Ministry of Environment, Nature Conservation and Nuclear Safety (BMU) agreed to implement the project Solar Guidelines.

#### **Solar Guidelines and its Relevance**

An initiative under the Indo German Energy Forum (IGEF), SOLAR GUIDELINES is a web-based platform for encouraging rapid development of the solar power sector in India by facilitating dissemination of latest updates on the development of projects, policy frameworks announced by governments from time to time, regulatory framework announced by CERC, Regulations of the MoEF, Contractual Agreements (PPA/PSA), and procedural details of approval and clearances required for timely commissioning and financial closures of solar installations in the country. It is a first of its kind project in India which envisages enabling investment and fostering rapid development of the Solar Sector in the country.

Solar Guidelines aims at focusing on solar programmes announced at the national level as well as on solar programmes in Indian States. It focuses on explaining the pathway, for the development of solar project, through legal-administrative-regulatory frameworks to financial closure. It shall be providing latest information to stakeholders and policymakers, along with a systematic analysis of practical experiences of the stakeholders of solar industry, directly benefiting prospective stakeholders regarding future decisions in order to streamline the framework and business conditions. The First phase of the Project saw the setting up of the website ([www.solarguidelines.in](http://www.solarguidelines.in)) that includes, as of now, comprehensive description of the step-by-step processes needed for commissioning of solar projects in the state of Rajasthan. It undertook comprehensive research and consulted stakeholders, across the value chain, for solar



power generation projects proposed to be implemented in the State of Rajasthan following schemes announced under JNNSM as well as Rajasthan Solar Energy Policy, 2011. The information is suitably placed at the web platform and was inaugurated by Dr. Farooq Abdullah, Hon'ble Union Minister of New and Renewable Energy, on 5 November 2012, and the same is available since then online.

The project has been jointly initiated by Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH under the International Climate Initiative administered by German Federal Ministry for the Environment, Nature Conservation and Nuclear Safety (BMU) and the Ministry of New and Renewable Energy, Government of India. The Ministry of New and Renewable Energy vide letter no. 29/6 (1) 2012-13/JNNSM dated July 2, 2012 has assigned the Solar Guidelines Project to Solar Energy Corporation of India.

The project is perceived to have strong linkages to JNNSM and also with the solar policies in various States in India in terms of capacity building of the project developers and other stakeholders with a view to take benefit of provisions made under these policies. The JNNSM was launched on the 11th January, 2010 with a target of deploying 20 GW of grid connected solar power capacity by 2022 with an aimed to achieve grid parity. This would require a comprehensive knowledge base to facilitate various stakeholders for setting up solar power capacities in the country, and the solar guidelines project is an aim in this direction.

It may further be mentioned that various States in India have either brought out solar policies or in process of developing policies and programmes to support solar projects. Besides, there is a provision for solar specific RPOs and REC mechanism under amended National Tariff Policy. All these developments underline need to have all information available to various stakeholders in a structured manner so that development of solar energy projects by attracting larger investment could be facilitated. Access to intelligible and usable information is a cornerstone of the philosophy of distributed generation. SOLAR GUIDELINES is an articulation of this idea and is envisioned to evolve into a one-stop information and facilitation outlet for stakeholders in the solar power sector of the country.

## 2. Scope of Work

Phase – I of the Solar Guidelines implemented by GIZ and MNRE covered the policy guidelines of JNNSM Phase I and solar policies of the State of Rajasthan. This work was very extensively handled through German Consultants/ Experts provided by GIZ by developing all the formats, structuring the database/website, analysis of policy frameworks and all other related work. This work is available on SECI's website for reference. Phase II of Solar Guidelines Project seeks to further extend the database to cover 10 more states. It is also envisioned that this Phase would incorporate several value additions in terms of the range and quality of information offered through the website so as to present a credible and coherent picture of Solar Power sector in the country.

Scope of work of the consultant would encompass further development of website to include other solar energy programmes, operate and maintain the web-based tool to present updated policy guidelines on various solar energy programmes under JNNSM and Rajasthan (that is already available to some extent) and expanding it to 10 more States. The entire work has to be carried out in close interaction with a project team comprising of members from SECI, MNRE and GIZ, and calls for review of the existing database/web-based tool. It has to be understood that solar policy arena in India is quite dynamic and would, therefore, calls for continued interaction with various Stakeholders leading to continuous updation of the database.

Specifically, the scope would include the following:

<b>Task A)</b>	<b>Analysis and review</b> of the Existing Database/web-based tool.
<b>Task B)</b>	<b>Further Development of the database/web-based tool to include other schemes</b> under JNNSM, and other State Policies in harmony with the existing database by identifying, mapping, describing and documenting the requirements at each level of project development cycle. The Scope of development includes the following schemes/programmes: <ul style="list-style-type: none"><li>A) Grid connected solar power projects (<b>ground mounted</b> solar photovoltaic and solar thermal) for different capacity segments</li><li>B) <b>Rooftop</b> solar energy projects connected at HT or LT voltage level</li><li>C) Solar energy projects participating in <b>renewable energy certificate mechanism</b></li></ul>

	<p>D) <b>Off-grid solar energy schemes/programmes</b> under the JNNSM and corresponding schemes/policies of the target states.</p> <p>E) Solar energy power projects for <b>captive use</b> in selected states.</p>
<b>Task C)</b>	<p><b>Replication of the database to include following 10 more states – Andhra Pradesh, Karnataka, Kerala, Tamil Nadu, Odisha, Gujarat, Maharashtra, Delhi, Uttar Pradesh and Uttarakhand*.</b></p> <p>* SECI reserves the right to change the states to be researched for this task.</p>
<b>Task D)</b>	<p><b>Extension of the database</b> with contents regarding,</p> <p>A) Quality Management and Assessment- Identifying and enumerating Project deliverables along various stages of the Project lifecycle to ensure quality standards.</p> <p>B) Bankability Assessments – Identifying and enumerating Deliverables that help ascertain Project's bankability like plant design, components, supplier audits, acceptance testing, guaranties and warranties, operation and maintenance and benchmarking</p> <p>C) Designing templates for the new components as for Roof Top and other installations</p>
<b>Task E)</b>	<p><b>Preparation of standard formats/templates</b> for data collection and Reports to facilitate critical analysis and comparison of performance of solar power systems across schemes/regions etc. after taking into consideration technical, financial inputs and the regulatory environment whereunder they operate .</p>
<b>Task F)</b>	<p><b>To collect and collate information</b> from various stakeholders including CERC, FoR, SERCs, Solar Power Developers and solar industry manufacturers, to review and critically examine the same with reference to the prevailing trends and accordingly update the database. This exercise is to be undertaken periodically and in regular consultation with the project team from SECI as well as International Consultants selected by GIZ.</p>
<b>Task G)</b>	<p><b>Provide support to the Solar Guidelines website development team</b> in the structuring of database as per the templates already designed for the Phase I and the new templates developed in Phase II.</p>
<b>Task H)</b>	<p><b>Regular Updating</b> of the Website with relevant news and views from the solar industry- both national and international.</p>

<b>Task I)</b>	<b>Supporting the development of database and additional webpages</b> dedicated to review of performance of solar power projects already commissioned under JNNSM and target States.
<b>Task J)</b>	<b>Preparing responses to e-mail queries</b> seeking information/clarifications regarding solar policies and regulatory notifications received from stakeholders and to update the Solar Guidelines Discussion Forum (on the website) periodically.
<b>Task K)</b>	<b>Identify opportunities for marketing and dissemination of SOLAR GUIDELINES</b> to reach out to stakeholders involved in JNNSM and at the state level.

### 3. Approach

In order to undertake the aforementioned tasks, the following project steps are desired to be followed,

- a) Regular interaction with the stakeholders in the identified target States
- b) Coordination with the project team selected by SECI for development and maintenance of the website
- c)
- d) Mapping of the project development life cycle to milestones for solar energy projects including;
  - Project feasibility assessment and site selection
  - Project allotment including bid process management
  - Project design including planning and contracting
  - Project approvals and clearances including land, pollution, transmission, water etc.
  - Project financing with focus on development of financial projects and key sources of financing and requirements by the financial institution
  - Project development including site acquisition, equipment procurement and construction etc.
  - Project management including operation & maintenance
  - Government support for solar project development
    - Central government programmes and schemes including fiscal and tax based incentives

- State level facilitation including infrastructure support and role of key agencies
- e) Content Management - existing content
    - updating of the legislative and promotion schemes of the National Solar Mission and Rajasthan
    - operationalization of the discussion forum and news section of the website
  - f) Project feasibility and financing requirements
    - Mapping of key criteria for project feasibility and design in CSP and Solar PV projects across segments
    - Identification of key variables defining project feasibility and sustainability – especially those which impact financial closure
    - Identify and map key contracts, performance guarantees and standards which would need to be signed by the developer with various suppliers and contractors to ensure financial closure.
    - Map key financial institutions and financial instruments available to developers for solar project financing
    - Mapping key financing criteria and requirements from financing agencies
    - Mapping key developer requirements for achieving project financial closure
    - Identify and map key insurance instruments adopted by the developers for securing the project
    - Identify and map Operational and Management (O&M) practices, contracts and challenges pertaining to solar project development
  - g) Identification and mapping of key preparatory steps required by developers before participating in the bidding to arrive at a sustainable and viable project proposal including consultations with financial institutions
  - h) Identification of roles and responsibilities of key stakeholders identified for implementation of solar energy projects
  - i) Identification, mapping and review of the approvals and clearances (statutory, regulatory etc.) and other statutory requirements from central and/or state level entities required for developing a solar power project in identified states
  - j) Identification and mapping of various other approvals and clearances, regulatory requirements etc. by various agencies for setting up solar projects taking into consideration the following classification of installations,
    - Rooftop installations (no capacity limits)
    - Small ground-mounted (100 kW – 2 MW)
    - Medium ground-mounted (2 MW – 20 MW)

- Large ground mounted (20 MW – 100 MW)
- k) Identification of the key existing issues (barriers) throughout the project development cycle (technical barriers, legal barriers, economical barriers etc.)
- l) Collection of data on time required (where ever available) for the successful realisation of the defined project development cycle steps;
- m) Collection of data regarding administrative costs (where ever available) for the successful realisation of the defined project development cycle steps
- n) Further development of the web based tool to incorporate new provisions related to grid power development (such as the mechanism of viability gap funding) and off-grid solar applications through an easy to navigate, intuitive interface. Setting up a mechanism to regularly interact and co-ordinate with MNRE and International Consultants selected GIZ and to synergize their feedbacks. This would entail a member of the Consultancy Team sitting at SECI's premises.

The Project is envisaged to have a total life of 2 years before it is completely handed over to SECI.

#### **4. Duration of Assignment**

All tasks of the Development Phase shall be completed in all respect within the period from two years (24 months) from its inception.

#### **5. Language**

The personnel of consultant are required to be Proficient in English and Hindi Language. All reports must be written in English language. Correspondence shall be in English only.

#### **6. Contract management framework (CMF)**

A Contract Management Framework (CMF) will govern the execution of the project. The main features of Contract Management Framework (CMF) formulated for the purpose are:

- (a) To administer the contract, SECI will be the Employer. A Project Team from SECI, designated by the competent authority will regularly interact with the Consultancy Team.
- (b) The forms/templates shall be deemed frozen only after receiving the consent of the Project Manager, heading the Project Team from SECI.

- (c) The Consultant shall nominate a representative who shall be called the Team Leader. The Team leader shall have a team of experienced technical and support staff for the execution of the Consultancy Service under the Contract.
- (d) The Project Manager will have the authority to give directions to the Team Leader of the Consultancy Team in all routine matters related to the contract management/administration. Such matter shall include but not limited to the following:
  - (i) To take corrective action for any laxity in respect of slow progress and poor quality level of execution.
  - (ii) Examination of the cases of variation orders including variations in the nature of additional work items recommended by Consultants.
  - (iii) The Consultant shall duly consider his suggestions/directions and in case of any differences both the Consultant and the Project Manager or their appointed officials shall send their independent point of view to the Managing Director (SECI) for decision-making and the decision of the Managing Director (SECI) will be finally implemented.
- (e) The Consultant will be a part of the Contract Management Framework and will assist the Employer in all matters pertaining to contract management, as required.
- (f) The Employer or his representative may inspect and review the progress of tasks and may issue appropriate directions to the Consultants for taking necessary action.

## 7. Reporting requirements

**Inception report:** An inception/commencement report shall be submitted by the Consultant within 30 days of commencement of services. The commencement report shall contain the details of Consultants' perception of the project along with a preliminary analysis of the current structure. The report shall also include a Master Work Plan and a Resource Mobilization Plan for the project.

**Note:** The primary objective of the above exercise will be to evolve guidelines for administration, supervision and management of the project. It is not intended to be a contractual document, nor is it to take precedence over the specifications. It is intended to merely act as a guide and reference to the various staff of the Consultant in discharging their duties in a smooth and systematic manner.

In preparation of the Reports, the Consultant shall strive to ensure the following:

- a) The Reporting formats track the overall progress of the Project in terms of states covered or Activities completed and that they are approved by the Employer.
- b) Certify the achievement of the contractual milestones, and satisfactory quality of the project tasks as per the Scope of Work, in line with the progress milestone laid down in the Contract.

**Weekly progress report:** The consultant will submit a weekly progress report for the purpose of discussion and pursuant action.

**Monthly progress report:** Monthly progress report shall be submitted to the Employer and it shall be brief and concise and provide means of closely monitoring project progress and shall cover the following:

- (a) Main activities undertaken and events for the period under review and progress.
- (b) Visits undertaken, agencies/organizations contacted and communications made during the period under review.
- (c) Evaluation of project progress.
- (d) Other issues as may be necessary to provide additional information to the Employer.

Monthly progress Report will be prepared at the end of each calendar month and delivered in the 1<sup>st</sup> week of every month.

**Quarterly progress report with presentation:** A detailed quarterly report showing the details of project activities with illustrations, status of delays etc. shall be submitted within 14 days of the end of each quarter. The progress reports (monthly and quarterly) shall contain details of all meetings, decisions taken therein, mobilization of resources and the projected progress for the forthcoming periods. The report shall clearly bring out the delays, if any, reasons for such delay (s) and the recommendations for corrective measures.

**Final report:** A detailed Contract Completion/Final Report in 3 copies is to be submitted to the Employer. The Consultant will prepare a comprehensive final completion report within 3 months of completion of the Project. The report shall incorporate summary of the additions and enhancements made, formats/templates developed, methodologies implemented, problems encountered and solutions undertaken thereon and recommendations for future



projects of similar nature to be undertaken by the Employer. The consultant shall submit the self-appraisal report within the prescribed time.

The Consultant shall investigate and initiate early action with regard to the delays in the implementation of activities/tasks. The Team Leader of the Consultants' team shall explain in his monthly progress and special reports, the reasons for delays and explain the actions to be taken/already taken to correct the situation. All reports prepared by the Consultants' Team shall be objective and shall substantiate any event/recommendation with factual data and information. The progress reports shall contain the pertinent data and chart form and shall clearly bring out the comparison between the projected and the actual work done using any of the widely accepted methods of representation.

## **8. Actions requiring specific approval of the Employer**

The Consultant will be required to obtain the specific approval of the Employer in any matter specified as such in the Contract Agreement.

The Consultant will communicate its progress to the Project Team through appropriate channels.

## **9. Staffing**

The Consultant will engage minimum staff as stipulated in Annexure–III and attached herewith. It shall be the duty of the Consultant to ensure that the same team given in technical proposal is employed for the work.

After award of the contract, the Employer expects all the proposed key personnel to be available during implementation of the contract as per the agreed staffing schedule. In case of replacements, the Consultant will ensure that there is a reasonable period and procedure of handover between the staff to be replaced and the replacement wherever feasible/possible.

## **10. Facilities to be provided by the consultant**

SECI shall make seating arrangements for one member of the Consultancy Team at SECI's premises as required by the Terms of Reference. The responsibility for ensuring the availability of all paraphernalia including laptop, computer software, internet connection, office stationery etc.

shall lie with the Consultant. The bidders should bear these costs in mind while preparing their financial proposal.

### Staff - Qualifying criteria for key personnel and others

Key Personnel for the current assignment shall include a minimum of 3 members – a Team Leader, a Deputy Leader and another member. The key Personnel shall have among them expertise, broadly, in the following aspects relevant to the Project:

Key Personnel 1	Expert on Government Policies/Regulatory Framework on Renewable Energy- Solar Power Sector in particular, with proven experience of having worked in Solar Projects and project financing.
Key Personnel 2	Expert on Legal/Administrative matters relevant to the Solar Industry
Key Personnel 3	Expert on Contracts, PPA, PSA for Renewable (especially Solar) Power Projects.

**Team Leader:** The Team Leader shall be responsible for the overall performance and administration of the Consultants Team. The Team Leader will also act as the Consultant's Representative for the Employer and the Employer's representative for all communications with stakeholders for the purpose of the current assignment. **It is desired that the Team Leader not be changed for the course of the assignment.** In exceptional circumstances, the Consultant will have to request the Employer with complete CV of the proposed substitute assigning complete reasons for change ensuring that the overall composition of the Team (in Terms of relevant experience) does not change. Written approval of Employer will be necessary before affecting any change.

**Expert Pool:** In addition to the key Personnel, the Consultant shall employ an Expert Pool consisting of such number of members with relevant qualifications and experience as necessary, to assist the key Personnel in the execution of the Project. In particular, the Expert Pool should consist of members having experience with administrative structures and barrier analysis who are willing to research, establish and document (through electronic communication as well as personal visits) procedures and credible issues that exist on ground and that need to be addressed.

Additionally, the bidder should set out that the members of the Consultant Team have experience working with Internet portals.

**FORMAT FOR POWER OF ATTORNEY FOR JOINT VENTURE**

(This agreement is to be duly registered in any Registrar's Office located in New Delhi before submission to SECI)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Members whose details are given hereunder:-

Details of Members:

1. M/S ..... (A Company incorporated under the laws of...and having its Registered Office at ..... (Complete address).
2. -do-
3. -do-

..... have formed a Joint Venture / intend to form joint venture under the laws of ..... and having / or intend to have our Registered Office/Head Office at ..... (hereinafter called the „Joint Venture“ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/S .....being the Member In charge/Lead Member do hereby constitute, nominate and appoint Mr. ....(Name and Designation) of

M/S..... A Company incorporated under the laws of..... and having its Registered/ Head Office at..... as our duly constituted lawful Attorney (hereinafter called “Attorney” or “Authorized Representative”) to exercise all or any of the powers for and on behalf of the Joint Venture in regard to RFP No. ----- Dated: ----- -- the bids for which have been invited by Solar Energy Corporation of India ( hereinafter referred to as Employer).

- i. To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the “Joint Venture”.
- ii. To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the “Joint Venture”.
- iii. To do any other act or submit any document related to the above.
- iv. To receive, accept and execute the Contract for and on behalf of the “Joint Venture”.

- v. In the event of an order being placed on M/S..... (Member In charge/Lead Member) services for supervision and monitoring of the Project, work shall be provided by all the members as per Bidding Documents.
- vi. The Employer may place only one work order on our Member In charge/Lead Member of the Joint Venture incorporating the names of all the Joint Venture Members. We confirm that commitments made and liabilities incurred by the leader (Partner In charge/Lead Member) shall be binding on all the Joint Venture members and all of us shall be jointly and severally responsible for faithful execution of the contract and discharge the liabilities jointly and severally.
- vii. In the event of award of contract, we the Joint Venture members shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and in accordance with terms of reference and within the schedule time.
- viii. The Member In charge/Lead Member is hereby authorized to incur liabilities and receive instructions for and on behalf of any and all the joint venture members and entire execution of the contract.
- ix. In the event of any default in executing contract, by any member / members of Joint Venture, the remaining other member / members shall accept liability and execute the contract in full as provided in Clause (vii) of this agreement.
- x. We, all the Members of the Joint Venture hereby agree and undertake that in the event of any change in the Constitution of any Joint Venture, the rights and obligations of the Joint Venture shall continue to be in full force without any effect thereof.
- xi. We, all the members of Joint Venture undertake, that we shall not cancel or amend this agreement unilaterally and without the consent of Employer and such consent will be obtained in writing.
- xii. It is already understood that the Member In charge/Lead Member shall ensure performance of the Contract(s) and if one or more Member fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Members.
- xiii. It is expressly understood that this Powers of Attorney shall remain valid binding and irrevocable till completion of the term of the Contract.
- xiv. The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney / Authorized Representative quotes in the bid, negotiates and signs the Contract with Employer and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS WHEREOF, the duly constituted attorney/Authorized Representative of each of the Members constituting the Joint Venture as aforesaid have executed these presents on this..... Day of ..... under the Common Seal(s) of their Companies. For and on behalf of the Members of Joint Venture: -

1. Signature, Name, Designation and Common Seal of the Company
2. -do-
3. .do-

The common Seals of the aforesaid Members Constituting the Joint Venture have been affixed there unto in the presence of

WITNESS:

1. Signature.....  
Name.....  
Designation.....  
Occupation.....
2. Signature.....  
Name.....  
Designation.....  
Occupation.....

**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 RFP inter alia for Selection of National Consultant for Solar Guidelines: Phase –II, in response to the RFP No. \_\_\_\_\_ dated \_\_\_\_ issued by Solar Energy Corporation of India (hereinafter referred to as SECI) and SECI considering such response to the RFP of .....[insert the name of the Bidder] as per the terms of the RFP, 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 as per Clause 9.3 ITC ] 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 Clause 5.1 ITC of this RFP] 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 Clause 5.1 ITC of this RFP]. SECI shall be entitled to invoke this Guarantee till \_\_\_\_\_ [insert date of validity in accordance with Clause 5.1 ITC of this RFP].

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 herein above, 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 Clause 5.1 ITC of this RFP]. 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\_\_\_\_



**Payment Schedule**

<b>S.No.</b>	<b>Tasks/Milestones</b>	<b>Time period for completion of task (Cumulative)</b>	<b>Deliverables</b>	<b>Payment (% of Project Cost)</b>
1.	Review and Update of Existing Database (Rajasthan), Activating the News Section (Regular updates about relevant news from solar industry), Formalizing a mechanism to co-ordinate with SECI Project Team, MNRE and GIZ	2 months	Reports	10
2.	Formalizing a mechanism for Regular Interactions with State Nodal Agency(ies), Activating the Solar Guidelines Forum, Research to build Database Content for States 1,2 (to be finalized at the Project Inception stage)	6 months	Reports	20
3.	Building Database Content for States 3,4 and 5(to be finalized at the Project Inception stage) including Quality and benchmarking aspects, Development of Templates for other schemes under JNNSM, and other State Policies in harmony with the existing database, Formalization of mechanism to collect and collate information from various stakeholders including CERC, FoR, SERCs, Solar Power Developers and solar industry manufacturers.	12 months	Reports	20
4.	Building Database Content for States 6,7 and 8 (to be finalized at the Project Inception stage), Extension of the database with respect to Quality management and Bankability, Preparation of standard formats/templates for	18 months	Reports	20

	data collection and Reports to facilitate critical analysis, Development of database and additional webpages dedicated to review of performance of ongoing schemes (JNNISM, Roof Top etc.)			
5.	Building Database Content for remaining States 9 and 10, Marketing and dissemination of SOLAR GUIDELINES, Training of SECI Personnel, Formalization of Processes/activities for Maintenance of Database, Supervision, Advisory Role.	24 months	Reports	20
6.	Submission of Final Report		Final Report	10

**Note:** The Tasks/milestones defined in the Payment Schedule are to be construed in light of the Detailed Terms of Reference defined earlier.

**List of Banks**

<b>1. SCHEDULED COMMERCIAL BANKS</b>	<b>2. OTHER PUBLIC SECTOR BANKS</b>
<b>SBI AND ASSOCIATES</b>	1. IDBI Bank Ltd.
1. State Bank of India	<b>3. FOREIGN BANKS</b>
2. State Bank of Bikaner & Jaipur	1. Bank of America NA
3. State Bank of Hyderabad	2. Bank of Tokyo Mitsubishi UFJ Ltd.
4. State Bank of Indore	3. BNP Paribas
5. State Bank of Mysore	4. Calyon Bank
6. State Bank of Patiala	5. Citi Bank N.A.
7. State Bank of Travancore	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. ABN Amro Bank N.V.
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	<b>4. SCHEDULED PRIVATE BANKS</b>
8. Dena Bank	1. Federal Bank Ltd.
9. Indian Bank	2. ING Vysya Bank Ltd.
10. Indian Overseas Bank	3. Axis Bank Ltd.
11. Oriental Bank of Commerce	4. ICICI Bank Ltd.
12. Punjab National Bank	5. HDFC Bank Ltd.
13. Punjab & Sind Bank	6. Yes Bank Ltd.
14. Syndicate Bank	
15. Union Bank of India	
16. United Bank of India	
17. UCO Bank	
18. Vijaya Bank	
19. Bank of Baroda	

# **Section – V:**

## **Technical Proposal – Standard Forms**

## Technical Proposals: Standard Forms

<b>TECH- 1</b>	Technical Proposal Submission Form
<b>TECH-2</b>	Consultant's Organization and Experience A Consultant's Organization B Consultant's Experience
<b>TECH-3</b>	Comments or Suggestions on the Terms of Reference
<b>TECH-4</b>	Description of the Approach, Methodology and Work Plan for Performing the Assignment
<b>TECH-5</b>	Team Composition and Task Assignments
<b>TECH-6</b>	Curriculum Vitae (CV) for Proposed Professional Experts
<b>TECH-7</b>	Indicative Personnel Schedule
<b>TECH-8</b>	Summary of Information on Proposed Experts

## Form TECH-1: Technical Proposal Submission Form

---

[Location, Date]

To

Senior Manager (PV),  
Solar Energy Corporation of India  
NBCC Plaza, 4<sup>th</sup> Floor, Tower – I  
Saket, Pushp Vihar  
New Delhi - 110017

Dear Sir,

We, the undersigned, offer to provide Consultancy Services for Solar Guidelines: Phase – II Project in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each joint venture partner]<sup>1</sup>

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than one week after the signing of contract.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

---

<sup>1</sup> [Delete in case no association is foreseen.]

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

## FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

---

### **A – Consultant's Organization**

*[Provide here a brief (two pages) description of the background and organization of the Consultant and if applicable, each joint venture partner for this assignment.]*



## B – Consultant’s Experience

*[Using the format below, provide information on each assignment for which your firm, and each joint venture partner for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a joint venture, for carrying out consulting services similar to the ones requested under this assignment. Use a maximum of 20 pages.]*

Assignment name:	Approx. value of the contract (in Indian rupees):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in Indian rupees):
Start date (month/year): Completion date (month/year):	No of professional person-months provided by the joint venture partners:
Name of joint venture partner if any:	Name of senior regular full time employees of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	

Description of actual services provided in the assignment:

**Note:**

1. Details on experience must be submitted only for such assignments which the firm has completed during the last 5 years.
2. For the Purpose of evaluation only such experience of the consulting firm shall be considered which is supported by a certificate from the Principal Employer of having successfully completed the assignment.

### FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

---

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding others, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

## **FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

---

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (maximum of 50 pages, inclusive of charts and diagrams) covering the following three aspects:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Personnel

## FORM TECH-5: TEAM COMPOSITION AND TASK ASSIGNMENTS

---

Experts Name	Area of Expertise	Position Assigned	Task Assigned

## FORM TECH-6: CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS

---

- 1 **Proposed Position** *[only one candidate shall be nominated for each position]:* \_\_\_\_\_
- 2 **Name of Firm** *[Insert name of firm proposing the expert]:* \_\_\_\_\_  
\_\_\_\_\_
- 3 **Name of Expert** *[Insert full name]:* \_\_\_\_\_
- 4 **Date of Birth:** \_\_\_\_\_ **Citizenship:** \_\_\_\_\_
- 5 **Education** *[Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:* \_\_\_\_\_  
\_\_\_\_\_
- 6 **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_
- 7 **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* \_\_\_\_\_  
\_\_\_\_\_
- 8 **Countries of Work Experience:** *[List countries where expert has worked in the last ten years]:* \_\_\_\_\_
- 9 **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* \_\_\_\_\_  
\_\_\_\_\_
- 10 **Employment Record** *[Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

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

Employer:

Positions held:

<p><b>11 Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among the assignments in which the expert has been involved, indicate the following information for those assignments that best illustrate the expert's capability to handle the tasks listed under the scope of work]</i></p> <p>Name of assignment or project:</p> <p>Value (in Rs.):</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Main project features:</p> <p>Positions held:</p> <p>Activities performed:</p>
---	---

## 12 Certification:

I, the undersigned, certify to the best of my knowledge and belief that–

- (i) this CV correctly describes my qualifications and my experience
- (ii) I am not employed by the Executing /Implementing Agency
- (iii) I am/am not<sup>1</sup> in regular full-time employment with the Consultant.

I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
[Signature of expert and authorized representative of the firm]      Date: \_\_\_\_\_  
Day/Month/Year

Full name of authorized representative: \_\_\_\_\_

Full name of Expert: \_\_\_\_\_

1      Please select. See definition of regular full-time employee para. 9.4 of Section II.



**FORM TECH-7: INDICATIVE PERSONNEL SCHEDULE**

---

No.	Name Expert/Position	Month No.												Total – Person Month Input
		1	2	3	4	..							24	
1														
2														
...														
Sub Total														
										Total				

**FORM TECH-8 SUMMARY OF INFORMATION ON PROPOSED EXPERTS**

Name	Proposed Position	Employment Status (Full Time/ Part Time)	Education/Degree	No. of years of Relevant Project Experience	CV Signature by Expert

# **Section V:**

## **Financial Proposal - Standard Forms**

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 11.1 to 11.3 of Section II. Forms FIN-1 and FIN-2 are to be used by the bidder for submission of their financial proposal.

<b>FIN-1</b>	Financial Proposal Submission Form
<b>FIN-2</b>	Price schedule

## FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

---

[Location, Date]

To:

Senior Manager (PV)  
Solar Energy Corporation of India  
New Delhi

Dear Sir,

We, the undersigned, offer to provide Consulting Services for various works under Solar Guidelines: Phase - II Project under the jurisdiction of SECI in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures<sup>1</sup>]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: \_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm:

Address:

<sup>1</sup> Amounts must coincide with the ones indicated under “**Grand total**” in Table-C of FIN-2.

**FIN – 2: PRICE SCHEDULE****A. REMUNERATION FOR KEY PROFESSIONAL STAFF**

Experts Name & Position	No. of persons required	Unit rate In-INR	Man months to be considered for evaluation	Total
Key Personnel				
Expert Pool				

**B. OTHER REIMBURSHABLE INCIDENTAL EXPENSES**

Item	Unit	Qty	Unit rate	Amount

**C. GRAND TOTAL**

Sr. No.	Particulars	Amount (in INR)	Amount in word
A.	Remuneration for key professional staff		
B.	Remuneration for other support professional staff		
C.	Other reimbursable incidental expenses		
GRAND TOTAL			

**Note:**

1. The items shown in the above table are indicative and describe the minimum requirement. If a consultant feels that other expenses should be included, he may do so by quoting the rate for the same.
2. The unit rate in INR quoted by the consultant shall be exclusive of all taxes, duties, cess, etc. excluding service tax. Taxes/duties applicable are to be mentioned separately. The service tax with surcharge shall be reimbursable on actual basis subject to submission of documentary evidence.

# **Section – VI:**

## **General Conditions of Contract**



## **General Provisions**

### **Definition**

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- (b) “Currency” means Indian Rupees;
- (c) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract are attached, together with all the documents listed in such signed Contract;
- (d) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 1.13
- (e) “GCC” means these General Conditions of Contract;
- (f) “Government” means the Government of Delhi or the Government of India as the case may be;
- (g) “Member”, in case the Consultants consisting of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities;
- (h) “Party” means the Employer or the Consultants, as the case may be, and Parties means both of them;
- (i) “Personnel” means persons hired by the Consultants as Employees and assigned to the performance of the Services or any part thereof;
- (j) “SCC” means the Special Conditions of Contract by which these General

Conditions of Contract may be amended or supplemented;

(k) “Services” means the work to be performed by the consultant, as described in Appendix A hereto;

(l) “Third Party” means any person or entity other than the Government, the Employer or the Consultant.

### **Relation between the parties**

1.2 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Employer and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **Law governing Contract**

1.3 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws.

### **Language**

1.4 This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### **Headings**

1.5 The headings shall not limit, alter or affect the meaning of this Contract.

### **Notices**

1.6 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, courier, telex, telegram or facsimile to such Party at the address specified in the SCC.

1.7 Notice will be deemed to be effective as specified in the SCC.

1.8 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC with respect to Clause GCC 1.7.

### **Location**

1.9 The Services shall be performed at such locations as are specified in Appendix A hereto and where the location of a particular task is not so specified, at such locations as the Employer may approve.

### **Authority of Member in Charge**

1.10 In case the Consultants consist of a joint venture of more than one entity, the Members shall hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

### **Authorized representatives**

1.11 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Consultant may be taken or executed by the officials specified in the SCC.

### **Taxes and duties**

- 1.12 Unless otherwise specified in the SCC, the Consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law.

## **Commencement, completion, modification and termination of contract**

### **Effectiveness of Contract**

- 1.13 This Contract shall come into force and effect on the date (the "Effective Date") of the Employer's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

### **Termination of Contract for failure to become effective**

- 1.14 If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SCC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### **Commencement of services**

- 1.15 The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SCC.

### **Expiration of Contract**

- 1.16 Unless terminated earlier pursuant to Clauses GCC 1.28 hereof, this Contract shall expire when services have been completed and all payments have been made at the end of such time period after the Effective Date.

## **Entire agreement**

1.17 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## **Force Majeure Definition**

1.18 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

1.19 Force Majeure shall not include:

- (a) any event which is caused by the negligence or intentional action of Consultant **or his employees**, nor
- (b) any event which a diligent Party could reasonably have been expected to both  
(A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

1.20 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

## **No breach of Contract**

1.21 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such

inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### **Measures to be taken**

1.22 A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

1.23 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

1.24 The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

### **Extension of time**

1.25 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **Consultation**

1.26 Not later than thirty (30) days after the Consultants, as a result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

### **Suspension**

1.27 The Employer may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:

- (a) shall specify the nature of the failure, and
- (b) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

### **Termination By the Employer**

1.28 The Employer may, by not less than thirty (30) days' written notice of termination to the Consultants (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty (60) days), such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GCC1.28, terminate this Contract:

- (a) if the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 1.27 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of dispute resolution pursuant to Clause GCC 1.56 and 1.57 hereof;

- (d) if the Consultants submit to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) if the Consultant, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:
  - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Employer, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

### **Cessation of rights and obligations**

1.29 Upon termination of this Contract pursuant to Clauses GCC 1.14 or GCC 1.28 hereof, or upon expiration of this Contract pursuant to Clause GCC 1.16 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in Clause GCC 1.39 hereof;



- (c) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 1.42 hereof; and
- (d) any right which a Party may have under the Applicable Law.

### **Cessation of Services**

1.30 Upon termination of this Contract by notice of Employer to the Consultant pursuant to Clauses GCC 1.28 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Employer, the Consultants shall proceed as provided, respectively, by Clauses GCC1.44 hereof.

### **Payment upon Termination**

1.31 Upon termination of this Contract pursuant to Clauses GCC 1.28 hereof, the Employer shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Employer):

- (a) remuneration pursuant to Clause GCC 1.51 to GCC 1.53 hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) reimbursement of any reasonable cost (not exceeding 5% of the contracted price), incidental to the prompt and orderly termination of the Contract.

### **Disputes about Events of Termination**

1.32 If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GCC 1.28 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to dispute resolution pursuant to Clause GCC 1.56 and 1.57 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting award.

## **Obligation of the Consultants**

### **General**

#### **Standard of Performance**

1.33 The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Third Parties.

#### **Laws Governing Services**

1.34 The Consultants shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all Personnel of the Consultant comply with the Applicable Law.

### **Conflict of Interests**

#### **Consultants not to benefit from commissions, discounts, etc**

1.35 The Remuneration of the Consultants pursuant to Clause GCC 1.51 to GCC 1.53 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and, subject to Clause GCC 1.36 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder and the Consultants shall use their best efforts to ensure that any of their Personnel and agents, similarly shall not receive any such additional remuneration.

#### **Procurement Rules of Funding Agencies**

1.36 If the Consultants, as part of the Services, have the responsibility of advising the Employer on the procurement of goods, works or services, the Consultants shall

comply with any applicable procurement guidelines of the funding agency and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Employer.

### **Consultants and affiliates not to engage in certain activities**

1.37 The Consultants agree that, during the term of this Contract, the Consultants and any entity affiliated with the Consultants, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services without the permission of the Employer.

### **Prohibition of Conflicting Activities**

1.38 The Consultants shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) During the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
- (b) After the termination of this Contract, such other activities as may be specified in the SCC.

### **Confidentiality**

1.39 The Consultants and their Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.

### **Liability of the Consultants**

1.40 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as provided by the Applicable Law.

#### **Responsibility of Consultant for actions of its personnel**

1.41 The Consultant shall be fully liable for the performance of Services by its personnel pursuant to this Contract.

#### **Accounting, inspection and auditing**

1.42 The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SCC); (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer; and (iii) shall permit the Employer to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the Employer.

#### **Reporting Obligations**

1.43 The Consultants shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

#### **Documents Prepared by the Consultants to Be the Property of the Employer**

1.44 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Employer under this Contract shall become and remain the property of the Employer, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the

Employer, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

### **Consultants' Personnel**

#### **General**

- 1.45 The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

#### **Description of Personnel**

- 1.46 The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any adjustments are required in the period of engagement of key personnel, the same shall be made only after prior approval of the Employer.
- 1.47 If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Employer and the Consultants.

#### **Removal and/or Replacement of Personnel**

- 1.48 Except as the Employer may otherwise agree, no changes shall be made in the key personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- 1.49 If the Employer finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith

provide as a replacement a person with qualifications and experience acceptable to the Employer.

### **Availability of Team Leader**

- 1.50 The Consultants shall ensure that at all times during the Consultants' performance of the Services a Team leader or a Deputy Team Leader on his behalf, acceptable to the Employer, shall take charge of the performance of such Services.

## **Payments to the Consultants**

### **Remuneration**

- 1.51 The Employer shall pay to the Consultancy Firm, on a half-yearly basis against specific deliverables and/or the completion of Project milestones as specified in the Payment Schedule (Annexure VI Section : IV). The completion of Project milestones must be to the satisfaction of the Project Manager/Representative from SECI and corroborated by appropriate supporting materials in the form of Reports and Documents acceptable to the Employer.

### **Currency of Payment**

- 1.52 The payments shall be made only in Indian Rupee.

### **Mode of Billing and Payment**

- 1.53 Billing and payments in respect of the Services shall be made as follows:
- (a) The Employer shall cause the payment of the Consultants periodically as given in Payment Schedule within forty five (45) days after the receipt by the Employer of Invoice with supporting documents. Only such portion of the half-yearly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Employer may add or subtract the difference from any subsequent payments.

- (b) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Employer within thirty, (30) days after receipt by the Consultants of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.
- (c) All payments under this Contract shall be made to the account of the Consultant organization.

### **Fairness and Good Faith**

#### **Good Faith**

- 1.54 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

#### **Operation of the Contract**

- 1.55 The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of

this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but on failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to dispute resolution in accordance with Clause GCC 1.56 and 1.57 hereof.

### **Settlement of Disputes Amicable Settlement**

1.56 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### **Dispute Settlement**

1.57 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

### **Performance security**

1.58 (a) The amount of security deposit (as Performance Guarantee) shall be 10% of the estimated consultancy fee. Consultant shall be required to submit within thirty (30) days, a Performance security in the form of an unconditional and irrevocable Bank Guarantee as per the prescribed format (Appendix: G Section - VIII).

(b) In case consulting firm replaces their key personal more than 25%, then performance security shall be increased by additional 5% of the contract price.

1.59 The validity of the Performance Bank Guarantee shall cover entire duration of consultancy period plus 3 months. The Bank Guarantee shall be released after satisfactory completion of the assignment.

1.60 Failure of the successful Bidder to submit performance security as stated herein shall constitute sufficient ground for annulment of the award and forfeiture of his EMD, in which event the SECI may make the award to the next lowest evaluated Consultant or call for new proposals.



### **Liquidated Damages**

- 1.61 The Consultant shall be liable to pay liquidated damages in the following conditions:

#### **Delay in services**

- 1.62 In the event of delay in grant of any time extension, the Employer shall pay the same rates on pro-rata basis as have been applicable prior to the extension and Bank Guarantee(s) towards performance security shall be suitably extended by Consultant upon advice by SECI with no extra cost to the Employer.
- 1.63 For delay in meeting project milestones by the Consultant against tasks, as stipulated in the Payment Schedule “**Annexure –VI**” (Section IV) of the detailed terms of reference, liquidated damages @ 0.5% of the contract sum, per week of delay, may be imposed on the consultant by the Employer subject to a maximum amount of 5 % of the contract sum on this account.

#### **Deficiency in services**

- 1.64 Deficiencies in the services on part of supervision consultants may attract fines, up-to a maximum amount of 5 % of contract price and/or debarment etc. by the Employer. Sample deficiencies may include:
- (a) Not acting impartially
  - (b) Poor quality of Deliverables/Reports.
  - (c) Refusing to give reasons for decisions when called for by the Employer.
  - (d) Lack of proper coordination with Project Manager/Employer's representative to ensure smooth implementation of projects
  - (e) Permitting subletting of any part/major works without authorization
  - (f) Delay in mobilization of required staff at any stage of the contract.

#### **Unauthorized absence/replacement of personnel**

1.65 The consultant is required to provide the Key Personnel with qualification and experience as submitted in his proposal. The same team given in Technical Proposal will have to be employed on the work. However, the changes of team members could be allowed only after the approval of the Employer.

1.66 If services of required staff are not made available at proper time and in the specified number, a deduction of 25% of the daily remuneration (calculated based on the number of working days in the year) of the personnel in addition to their day's salary shall be deducted per day for every personnel found short of requirement.

1.67 In addition action under other clauses of the contract which may ultimately result in the termination of the contract may be taken.

#### **Total Liquidated Damages**

1.68 In any cases, the total amount of liquidated damages recovered from the Consultant shall not exceed 5% of the total Contract value.

#### **Time extension of Consultant**

1.69 If the completion of services is delayed due to reasons beyond the control of the consultant, suitable extension of time for completion of services may be granted twice, one month at a time, if so decided by the employer beyond the contractual completion period of 24 (twenty-four) months at same rates and terms and condition.

# **Section – VII:**

## **Special Conditions of Contract**

## **Special Conditions of Contract**

No. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	The language is: English
1.6	<p>The addresses are:</p> <p style="text-align: center;">Employer: Solar Energy Corporation of India NBCC Plaza, 4<sup>th</sup> Floor, Tower – I, Pushp Vihar, Saket , New Delhi- 110017</p> <p>Consultants: -----</p>
1.7	<p>Notice will be deemed to be effective as follows:</p> <ul style="list-style-type: none"> <li>(a) in the case of personal delivery or registered mail/courier, on delivery;</li> <li>(b) in the case of facsimiles, 24 hours following confirmed transmission.</li> </ul>
1.10	<p>The member in Charge is: _____</p> <p><i>(Note: If the Consultants consist of a joint venture of more than one entity, the name of the entity whose address is specified in SCC 1.6 should be inserted here. If the Consultants consist of one entity, this Clause 1.10 should be deleted from the SCC)</i></p>
1.11	<p>For the Employer:</p> <hr/> <hr/> <hr/> <p>For the Consultant:</p>

	Authorized representative of the firm/JV to whom power of attorney has been delegated on non-judicial stamp paper.
1.12	The Consultants and the Personnel shall pay all the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. However service tax including surcharge thereon shall be reimbursable.
1.13	The period of award for the Consultancy services shall be 24 months from the date of the award.
1.15	The consultant shall begin carrying out the services in conjunction with the commencement of works contract within fifteen (15) days from the date of intimation given in writing by the employer.
1.44	The Consultants shall not use these documents for purposes not related to this Contract without the prior written approval of the Employer.
1.51	Payments for remuneration made in accordance with Clause GCC 1.51 shall be adjusted as follows:  "Remuneration of employed personnel pursuant to the rates set forth in the Appendix D. No provisions have been made for price adjustment."
1.56	If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties hereto in connection with or arising out of this Contract, the Parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute(s) or difference(s) arose, such dispute(s) or differences shall be referred to and settled by sole arbitration of the Managing Director, SECI or his nominee whose decision shall be final and binding for both the parties. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to

	postpone or delay the performance by the parties of their respective obligations pursuant to this Contract. The venue of the arbitration shall be New Delhi, India.
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# **Section – VIII:**

## **Contract for Consultant's Services**

# CONTRACT FOR CONSULTANTS' SERVICES

**Time-Based**

between

Solar Energy Corporation of India

and

[Name of the Consultant]

Dated:



## I. Form of Contract

### TIME-BASED

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, **Solar Energy Corporation of India** (hereinafter called the “Employer”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

**[Note:** *If the Consultant consists of more than one entity all of which are liable under the contract, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a Joint Venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter collectively called the “Consultant”).]*

### WHEREAS

- (a) the Employer has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Employer that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices:
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Personnel Schedule

Appendix D: Cost Estimates

Appendix E: Services, Facilities and Equipment to be provided by the Employer

Appendix F: Medical Fitness Certificate

Appendix G: Proforma for Bank Guarantee

2. The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract;
  - (b) the Employer shall make payments to the Consultant in accordance with the provisions of the Contract;

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of  
Solar Energy Corporation of India

---

[Authorized Representative]

For and on behalf of *[name of Consultant]*

---

[Authorized Representative]

**[Note:** *If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:*

For and on behalf of the Consultant

[*name of Joint Venture Partner*]

---

[*Authorized Representative*]

[*name of Joint Venture Partner*]

---

[*Authorized Representative*]

## **Appendices**

### **Appendix A – Description of Services**

**Note:** *This Appendix will include the final Terms of Reference worked out by the Employer and the Consultant during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.*

### **Appendix B – Reporting Requirements**

**Note:** *List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

### **Appendix C – Personnel Schedule**

**Note:** *This appendix shall include the schedule of posting the personnel for managing the project, as has been shall be mutually agreed upon by the Consultants and the Employer shall be pasted.*

### **Appendix D – Cost Estimates**

### **Appendix E: Services, Facilities and Equipment to be provided by the Employer**

### **Appendix F - Medical Fitness Certificate**

**Note:** *The form of Medical Certificate as required under the rules of Govt. of India*

## APPENDIX G: FORMAT FOR PERFORMANCE SECURITY

(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 'The Consultant') submitting the response to RFP inter alia for Selection of National Consultant for Solar Guidelines: Phase –II, in response to the RFP No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Solar Energy Corporation of India (hereinafter referred to as SECI) and SECI considering such response to the RFP of .....[insert the name of the Selected Consultant] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and Selecting the Consultant and entering into Contract dated \_\_\_\_\_ with \_\_\_\_\_ [Name and address of the Consultant]

WHEREAS the Consultant has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to provide the services on terms and conditions set forth in this Contract [Name of contract and brief description of works] (hereinafter called the "the Contract") 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 up to and not exceeding Rupees -----[Insert amount as per Clause 16.3 ITC ] only, on behalf of M/s. \_\_\_\_\_ [Insert name of the Selected Consultant] .

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ [insert date of validity in accordance with Clause 1.59 of GCC of this RFP] 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 Clause 1.59 ITC of this RFP]. SECI shall be entitled to invoke this Guarantee till \_\_\_\_\_ [insert date of validity in accordance with Clause 1.59 of GCC of this RFP].

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 herein above, 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 Clause 1.59 of GCC of this RFP]. 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\_\_

**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 (Annexure – VII Section: IV).