



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

**CIN: U40106DL2011GOI225263**

**6<sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2, East  
Kidwai Nagar, New Delhi-110023**

**Tender**

**For**

**'Hiring of Consulting Agency for Environmental and  
Social Impact Assessment (ESIA) Studies in Leh, UT  
Ladakh'**

**Tender No. SECI/C&P/IPP/17/0003/22-23  
Dated: 02.06.2022**

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# SECTION I

# INVITATION FOR BIDS (IFB)

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



**Tender No: SECI/C&P/IPP/17/0003/22-23**

**Date: 02.06.2022**

*Solar Energy Corporation of India Limited (hereinafter called "SECI"), invites bids from the eligible Bidders/Firms/Agencies to participate in the Tender for "Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) Studies in Leh, UT Ladakh".*

For the implementation of above mentioned work, Bidders should submit their Techno Commercial & Price Bids/proposals complete in all respect in separate sealed covers, super-scribed with "Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) Studies in Leh, UT Ladakh" at the following address so as to reach on or before **1800 HRS on 24<sup>th</sup> June 2022** positively to

**Sh. Swapnil Gandhi**  
**Sr. Engineer (C&P)**

**Solar Energy Corporation of India Limited**  
**6<sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2,**  
**East Kidwai Nagar, New Delhi-110023**  
**Telephone: 011-24666359/24666200**

**E-mail: [swapnil.gandhi@seci.co.in/contracts@seci.co.in](mailto:swapnil.gandhi@seci.co.in/contracts@seci.co.in)**

Bidder shall submit the Tender proposal, complete in all respect as per the Bid Information sheet.

1. The complete Bidding Documents are available at ISN-ETS portal <https://www.bharat-electronictender.com>, Central Public Procurement portal (CPPP) of Gol at [www.eprocure.gov.in](http://www.eprocure.gov.in) as well as on SECI's website <http://www.seci.co.in>. However, for the purpose of participation, the official copy of the bidding documents shall only be downloaded from SECI's e-tendering portal at <https://www.bharat-electronictender.com>, as per the provisions available therein. Accordingly, the online bid also has to be uploaded by the respective bidders at <https://www.bharat-electronictender.com> only & no other mode of participation is permitted for this tender document other than ISN-ETS Portal.
2. Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> through M/s Electronic Tender.com India

Pvt Ltd (ETI), New Delhi to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s ETI, New Delhi to complete the registration formalities. The address of M/s ETI is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ETI are mentioned in the subsequent bidding documents.

They may obtain further information regarding this IFB from the registered office of SECI at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days till the last date of the Bid Submission.

For proper uploading of the bids on the portal namely <https://www.bharat-electronictender.com> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com India Pvt Ltd (ETI), New Delhi directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. The Employer in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of Section III - ITB of the Bidding Documents.

3. While submitting/ uploading the bids, the system through portal asks to key in the pass-phrase for encryption of the documents. The pass-phrase is required by the owner for opening the bids (Separate for both First Envelopes as well as Second Envelopes). **The same may be submitted on the portal as per the provisions existing for submission of the pass-phrase and as per the details given in the subsequent bidding document.**

In the event, SECI is unable to open the Bids with the given pass-phrase provided by the bidders, Employer on its discretion may give an option through the portal, to the bidder to open its bid as per provisions available on the portal. However, Employer shall not be responsible if bid could not be opened within reasonable time for whatsoever reason. *In such a case, the bid shall be sent unopened to 'Archive' on the portal and shall not be considered at all any further.*

4. A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the Bidding Documents. Bidding will be conducted through the competitive bidding procedures as per the given provisions of bidding document and the contract shall be executed as per the provisions of the Contract. It shall be noted that the respective rights of the owner and the Bidder/ Contractor shall be governed by the Bidding Documents/ Contract signed between the owner and the Contractor for the mentioned work.
5. Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on ETS Portal of ISN-ETS at <https://www.bharat-electronictender.com> and as indicated in the Bid Information Sheet.

6. Bidder shall submit bid proposal along with non-refundable Tender Processing Fees, Earnest Money Deposit (EMD) if applicable/ Bid Securing Declaration complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in offline/ online presence of authorised representatives of bidders who wish to be present offline/ online. Bid proposals received without the prescribed Tender Processing Fees (if applicable) and Earnest Money Deposit (if applicable) or Bid Securing Declaration will be rejected. **In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.**
7. Tender documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from ETS Portal of ISN-ETS at <https://www.bharat-electronictender.com>. **It is mandatory to download official copy of Tender Document from ISN-ETS Portal to participate in the Tender.** Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this Tender shall be uploaded on ETI site. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above mentioned ETI site. The same may also be uploaded on SECI website <http://www.seci.co.in> also. **However, in case of any discrepancy, the information available on ETI site shall prevail.**
8. Bidder selected shall be responsible for the performance of the following scope of work (more detailed in this tender document):
  - (i) **“Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) Studies in Leh, UT Ladakh”**
9. EMD/Bid Securing Declaration shall be enclosed in a sealed envelope and shall be submitted in the office of Employer (offline) whose mailing address is mentioned in the Bid Information Sheet.
10. Performance Securities as per this tender document shall be furnished by the successful bidder after issuance of Work Order (WO)/Notification of Award (NOA)/ Letter of Intent (LOI)/ Letter of Award (LOA) by the Owner.
11. **Employer/ Owner reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.**

### **INTERPRETATIONS**

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.

3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differences between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.  
The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

### **DISCLAMIER**

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

**BID INFORMATION SHEET**

The brief details of the tender are as under:

1.	<b>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</b>	Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) Studies in Leh, UT Ladakh.				
2.	<b>TENDER NO. &amp; DATE</b>	<b>SECI/C&amp;P/IPP/17/0003/22-23</b> dated 02/06/2022				
3.	<b>SOURCE OF FUNDS</b>	Employer/Owner as defined in the Special Conditions of Contract (SCC) intends to finance the package through domestic funding and own resources.				
4.	<b>TYPE OF TENDER</b>	<table border="1"> <tr> <td align="center"><b>e-Tender</b></td> <td align="center"><b>Yes</b></td> </tr> <tr> <td align="center"><b>Manual</b></td> <td></td> </tr> </table>	<b>e-Tender</b>	<b>Yes</b>	<b>Manual</b>	
<b>e-Tender</b>	<b>Yes</b>					
<b>Manual</b>						
5.	<b>TYPR OF BIDDING SYSTEM</b>	<table border="1"> <tr> <td align="center"><b>Single Bid System</b></td> <td></td> </tr> <tr> <td align="center"><b>Two Bid System</b></td> <td align="center"><b>Yes</b></td> </tr> </table>	<b>Single Bid System</b>		<b>Two Bid System</b>	<b>Yes</b>
<b>Single Bid System</b>						
<b>Two Bid System</b>	<b>Yes</b>					
6.	<b>COMPLETION/ CONTRACT PERIOD</b>	03 (Three) months from the date of Notification of Award (NOA)/ Work Order (WO).				
7.	<b>JV/Consortium</b>	ALLOWED				
8.	<b>Number of Bids per Bidder</b>	01				
9.	<b>COST OF BIDDING DOCUMENTS</b>	Free of cost				
10.	<b>BID VALIDITY</b>	180 days				
11.	<b>BID CURRENCY</b>	INR				



12.	TENDER PROCESSING FEE	APPLICABLE	
		NOT APPLICABLE	Yes
13.	EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	
		NOT APPLICABLE	Yes
14.	CONTRACT PERFORMANCE SECURITY	APPLICABLE	Yes
		NOT APPLICABLE	
15.	DATE, TIME & VENUE OF PRE-BID MEETING	Scheduled as per NIT on ISN-ETS portal and/or SECI website.	
16.	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	<u>24.06.2022 up to 1400 HRS</u>	
17.	OFFLINE & ONLINE BID OPENING	<u>24.06.2022, 1600 HRS onwards</u>	
18.	FINANCIAL BID OPENING	To be intimated after the shortlisting of Techno Commercial Bids.	
19.	QUERIES CONTACT DETAILS	<p align="center"><b>Sh. Swapnil Gandhi</b> Sr. Engineer (C&amp;P) Solar Energy Corporation of India Limited (A Government of India Enterprise) 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India E mail: <a href="mailto:swapnil.gandhi@seci.co.in">swapnil.gandhi@seci.co.in</a> Phone: 011-24666200/ 24666359</p>	
20.	CONTACT DETAILS OF ETI	<p>M/s Electronic Tender.com (India) Pvt Ltd Registered Office: 6, Jain Mandir Road, New Delhi-110001 Corporate Office: 1001, City Court, M. G. Road, Gurugram - 122002, Haryana Contact Person: ETS Support Team Contact No.: +91-124-4229071, 4229072 Email: <a href="mailto:support@isn-ets.com">support@isn-ets.com</a></p>	

**Important Note**

- 1.0 Any bidder, who meets the Qualifying Requirement and wishes to quote against this tender, may download the complete bidding document along with its amendment(s) if any from ETS Portal of ISN-ETS (<https://www.bharat-electronictender.com>) and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the due date of bid submission.
- 2.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites.
- 3.0 Prospective Bidder are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document from ETS Portal and/ or SECI website. (No separate notifications will be issued for such notices/amendments/clarification etc. in the print media or individually. All the information related to this Tender Document shall be updated in the ETS Portal of ISN-ETS (<https://www.bharat-electronictender.com>) and/ or SECI website ([www.seci.co.in](http://www.seci.co.in)) only.

# SECTION II

# SCOPE OF WORK

## **1. INTRODUCTION**

- 1.1 *Solar Energy Corporation of India Limited (hereinafter called "SECI") is a Government of India Enterprise, under the aegis of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion, and commercialization of renewable energy technologies in the country.*
- 1.2 The bidder should be reputed, experienced and financially sound having experience as an ESIA Service Provider/Agency. Detailed requirements are specified in the eligibility criteria mentioned in this document. The selection of the agency shall be for a contract period of three (03) months from the date of issue of the offer.
- 1.3 The Bidders are advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the Tender Document must be furnished. Failure to provide the information and/ or documents as required may render the bid unacceptable.
- 1.4 The Bidders shall be deemed to have examined the Tender Document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all work he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.

## **2. CONTRACTOR'S SCOPE OF WORK**

The proposed area where the ESIA study is envisaged to be carried out is approximately 250 sq. km of land in the More Plains of UT Ladakh along the Manali-Leh national highway. The area starts from the village of Sarchu in the south and includes the areas around the villages/settlements of Pang in the east, Debring in the north and Kharnak in the west. To the east of the study area is the Changthang wild life sanctuary that also includes the Tso Kar RAMSAR wetland.

### **2.1 Objectives:**

The key objective of the ESIA is to identify environmental and social impacts of the project envisaged in the aforementioned areas in UT Ladakh and to develop environmental and social mitigation/ management plans accordingly:

- a. To establish the environmental & social baseline in the targeted area and area under influence and to identify any significant environmental & social issues therein.
- b. Data/ information/ document collection (revenue maps, details of population, habitat, livelihood, etc.) from local authorities (like gram panchayat, Revenue Block Office, Tehsil office, District HQ, Ladakh Police, LAHDC-Leh, Wild Life Department, UT LA administration, etc.), military establishments (including GREF, BRO, ITBP, etc.) is deemed to be included.
- c. To determine administrative, legal and policy frame works relevant to the proposed project at national, regional and local levels. Any international norms, if any applicable, shall also be highlighted.
- d. To analyze and quantify the impacts, if any, and to provide design inputs keeping in mind environmental and social impacts.
- e. To list out historical weather patterns in the area and effects thereof. The study shall cover the expected measures to be taken to manage the effects of weather.
- f. To prepare an inventory of biodiversity (Flora and Fauna) affected due to project activity (if any). The ecological baseline studies should target migratory season for birds and the famous Pashmina goats found in the areas.
- g. To list out all the species of Flora and Fauna affected due to project activity (both temporarily and permanently). This shall also list out the ecological sensitive area (if any) in the vicinity of the proposed project sites.
- h. The studies shall determine the migration / movement pattern and life pattern (i.e., breeding, food collection, etc) of the resident and migratory species of wild life in the area (e.g., black necked cranes (state bird of Ladakh), brahmini duck, bar headed goose, snow leopard, Tibetan wild ass to name a few). The studies shall identify the flight path and flight trajectory of the avian species and suggest safe routes for overhead power lines to be laid in the area. The studies shall also suggest the areas where wind turbine generators and the avian fauna are expected to co-exist.
- i. To identify all potential significant adverse weather, environmental and social impacts of the project and recommend measures for mitigation.

- j. To identify natural features like wetlands, water flow channels, etc and enumerate the effects on the same due to the project and provide mitigation plan for the same
- k. To mitigate adverse impacts by the provision of the requisite avoidance and compensation measures of proposed project activities;
- l. To develop Environmental and Social Management Plan (ESMP) for implementation and monitoring of the mitigation measures.
- m. To undertake consultations with potentially affected people and other stakeholders like monasteries/ gompas, etc to understand their views, obtain their input regarding environmental and social issues and to take these into account during the preparation of the Environmental & Social Impact Assessment (ESIA) & ESMP in compliance with the applicable local legal requirements (law of land),
- n. To integrate the environmental and social issues in the project planning and design stage with incorporate mitigation measures.
- o. Suggestion of mitigation plans for issues identified
- p. Provide measures to handle waste generated during construction, operation and dismantling of the RE plants
- q. Impact on environment during construction stage due to increased influx of men and machines.

## **2.2 Broad scope of work:**

The broad scope of work will include the following aspects but not limited to:

- a. Literature survey, data collection, examination of available environmental reports/data, understanding the proposed project through project report and discussions etc.
- b. Collection and generation of baseline environmental data (primary & secondary) & compilation of environmental and social status of proposed project.
- c. To list out all the species of Flora and Fauna affected due to project activity (both temporarily and permanently).
- d. Identify all potential significant adverse environmental and social impacts of the project and recommend measures for mitigation.

- e. Identify the process for land acquisition, process of public participation, Compensation, Resettlement and Livelihood Restoration Planning and Implementation process as per the applicability.
- f. Verify compliance with the national environmental and social regulations, other relevant laws as well as applicable common international guideline/ practices.
- g. Development of an ESMP to mitigate the adverse impacts during construction & operation phase.
- h. Consultation with the project proponent, other concerned governmental agencies such as forest department, revenue department and stakeholders such as land sellers /Project Affected Persons (PAPs) to identify specific issues that needs to be addressed.
- i. Identify stakeholder groups and stakeholder engagement activities including mechanisms to address grievances;
- j. Preparation of baseline socio-economic survey with project impacted villages (from where land has been purchase/leased)
- k. Preparation & submission of an ESIA and a ESMP including ecological Study reports.
- l. Collect from appropriate authorities and incorporate the findings of other projects proposed in the study area (projects proposed are high-capacity power transmission system by PGCIL, a railway link from Bilaspur in HP to Leh, road tunnel below Tanglang La pass, etc.). The aspects of these projects that can impact the project of SECI may be incorporated.

### **2.3 Reference Framework for the ESIA:**

- a. Applicable regulatory requirements, relevant environmental and social laws, regulations and policies of India and law of land.
- b. Generally, the World Bank guidelines shall be followed for carrying out the studies and preparing the reports

### **2.4 Detailed Scope of the consultancy services:**

The proposed Impact Assessment is primarily a combination of two components:

- A. Social Impact Assessment (SIA) and
- B. Environmental Impact Assessment (EIA)

**SIA:**

- a. SIA through Participatory Rural Appraisal (PRA) methodology to gauge the social and cultural impacts
- b. Gender Impact Assessment through Qualitative Research Methodology
- c. Resettlement and rehabilitation plan
- d. Inhabitant Perspective towards the policies and project through Focus Group Discussion (FGD) and Household (HH) survey
- e. Economic and livelihood analysis through the available secondary data analysis
- f. Location movement of nomads and stock animals
- g. Rearing of stock animals, including availability of fodder
- h. Settlement plan/ Resettlement plan/ Rehabilitation plan

**EIA:**

- a. Climate Risk Assessment and weather impact
- b. Mapping of flora and fauna
- c. Waste Management

**Stage 1: ESIA scoping study**

**i. Screening & Scoping:**

Prior to commencing the scoping phase of the ESIA process, consultant shall undertake an initial site screening assessment that will be used to identify a preliminary siting and layout options for the proposed Project considering social, cultural heritage and biodiversity sensitivities. By integrating social and environmental considerations as early as possible into the study and process design, it is intended that any potential impacts to the social and ecological environments as a result of the proposed Project could be *avoided, or at least minimized at the early stage of the Project's design. These results* will also be used as a starting point for the ESIA process. The consultant should scope the required field surveys to perform the scope of work.

The purpose of the scoping phase was to identify key sensitivities and those activities with the potential to contribute to, or cause, potentially significant impacts to environmental and socio-economic receptors and resources and to evaluate siting, layout and technology alternatives for the Project proposed. The key objectives of scoping were to:

- a. Identify the potentially most significant impacts



- b. Obtain stakeholder views through consultation
- c. Finetune the Terms of Reference (ToR) for the ESIA through consultation so as to ensure that the ESIA process and associated reporting output are focused on the key issues.

The ESIA process focuses on these key issues through the collection of information on existing environmental and social conditions; engagement with stakeholders; understanding the impacts to the physical, biophysical and social environment; and developing the measures to avoid/control and monitor these impacts.

**ii. Review Legislative and Institutional Framework**

A description must be made based on *the India's legislative framework relevant to the project and its ESIA study*, including an indication of the key applicable legislation, planning processes (e.g., land use planning), standards and norms that will have to be addressed in the ESIA study.

**iii. Description of the key Stakeholders and their Concerns**

Based on the understanding developed during the screening and scoping stage, consultant shall develop a Stakeholder Engagement Plan (SEP) including and Grievance Mechanism, for the ESIA. This SEP shall be aimed at providing a culturally appropriate site-specific plan for the process of engagement during the ESIA. This process of engagement would be aimed at meeting the stakeholder expectations, while allowing the ESIA and ESMP formulation to be informed by the feedback from various stakeholders

The purpose of the Stakeholder Engagement Plan is to scale project risks and impacts to the characteristics and interests of affected communities. As part of this deliverable the Consultant shall develop procedures for external communications and grievance mechanism for implementation by the company as well as maintaining on a regular basis.

**iv. Description of the Project Key Environmental & Social Aspects**

Particular attention should be paid to the (direct or indirect) impacts that are likely to be the most significant, considering the sensitivity of the environment, the pressures resulting from the project and the expectations of the stakeholders. Based on these considerations and on background information on the local environment, the consultants should identify environmental issues to be specially considered under the following categories:

- a. **Physical Environment:** including microclimate, air quality, water resources (surface and groundwater), geology, geomorphology, soil quality and risk of natural disasters.
- b. **Ecological Conditions:** biodiversity (including rare, endangered and endemic biodiversity components), and biological resources of cultural, social, or economic importance.

- c. **Socioeconomic Conditions:** consider the aspects that depend on environmental changes such as but not limited to public health, vulnerability and access to natural resources, resettlement, potential loss of property/land acquisition, loss of agricultural/ grazing/ pasture land, loss of right of use, easement/access arrangements, loss of income, property damages to nearby PAPs, etc.
  
- d. **Description of the Scope of the Environmental Baseline:** On the basis of the information obtained above and on an appreciation of the areas of project influence, the consultants must provide indications on the scope of the environmental baseline monitoring needed for the ESIA. Impact Identification and Evaluation Methodologies to be used in the ESIA: the consultants should provide an indication of the most appropriate impact identification and evaluation methodologies to be used in the ESIA. Special attention should be given to those environmental interactions that required quantitative analysis and those for which qualitative analyses should be carried out.

### **Stage 2: ESIA study**

The ESIA study will entail followings:

- i. **Environmental, Ecological and Social Baseline:**

The ESIA will include collection and generation of relevant E&S (physical, biological and social) *data through primary & secondary data sources within the project's area of influence (AOI)*. The data collection should be informed by the proposed project location, design, construction and operations and maintenance and built upon the findings of the E&S scoping report. The data generation should specifically focus on:

- a. **Environmental:** Collection of primary data for the following attributes Ambient Air Quality, Ambient Noise Quality, Groundwater & surface water Quality, Soil Quality, Ecology, Social (including census survey of PAPs identified), Cultural, Archaeological, Ceremonial and Historic Resources. As part of household socioeconomic survey, dependence of the PAP on the land impacted should be evaluated - who is dependent, seasonal and annual income and activities from which these incomes are derived, proportion of this income in terms of total household income.

Information pertaining to Land and physical environment, A general description of topography of the study area. (Recent Survey of India topo-sheet(s) of scale 1:50,000, Geology and Soil, Climate and Meteorology, Hydrology and Drainage should also be collected)

- b. **Ecological baseline:** Assess proximity of project sites to ecologically sensitive areas, i.e., national parks, wildlife sanctuaries, wetlands of conservation importance, forest areas and animal corridors. The ecology study should determine if there are species protected as per the Indian Wildlife Protection Act,

1972 and threatened as per IUCN Red List (latest version) located within a 10-km radius of the proposed project.

- c. **Socio-economic Environment:** Establish the socio-economic attributes of nearby communities using a typical mix of qualitative and quantitative methods. Key attributes to include local population size, demographic characteristics, religion, livelihood and income profiles, housing characteristics, health and educational conditions/attainment levels, access to social services, cultural norms and practices, use of land and other natural resources, types and quantities of assets (e.g., land, housing, livestock), energy and water usage, presence of vulnerable persons/groups. Describe local government and administration arrangements, local NGOs and community-based organizations (CBOs), community organization and leadership arrangements. Details on extent of land acquisition/ transfer (loss of lands, houses, livelihood, loss of access to natural resources etc. (if any).

*Conduct stakeholders' consultation that ensures that all key stakeholders are aware of the objectives and potential E&S impacts of the project, and that their views are incorporated into the projects' design as appropriate. Stakeholders should include all those who are directly or indirectly dependent on the project site(s). Identify all key stakeholders (PAPs, government, NGOs, CBOs, academicians etc.) in the project AOI and analyse their perspectives in the project & information disclosure requirement and process.*

**ii. Impact Identification and Evaluation:**

The consultants will identify and describe the potential significant environmental, social & ecological impacts of the project alternatives and evaluate them. Significant potential environmental impacts (direct and indirect) must be identified, making use of impact identification methodologies proposed by the scoping study. Impact identification should take into consideration factors such as the sensitivity of the environment, the legislative framework, the pressures resulting from the project and the expectations of stakeholders. Impact identification must address the environmental aspects identified by the scoping study.

Project details such as site location and accessibility, route of the transmission corridor, and environmental and social features in study area such as land-use, ecological sensitivity map, drainage map, contour map/digital elevation map and areas of cultural and ecological importance shall be represented through GIS mapping. Maps will be used in the report to substantiate the project description and impact assessment sections.

**iii. Proposed Mitigation Measures of Impacts:**

Measures must be proposed to enhance positive effects and to eliminate/mitigate/compensate undesired effects. These measures must be technically feasible, economically sound and socially acceptable (i.e., they must take into account the views of the main stakeholders). The consultants must seek ways to optimize such measures, such that one mitigation measure does not reduce the effectiveness of

another or, worse yet, cause an undesired significant impact itself. The residual impacts (i.e., the final environmental impact after the application of the proposed mitigation measures) must be identified and assessed. Based on this assessment the alternatives must be compared and recommendations made on the best alternative. The comparison of alternatives must be summarized in tabular form.

**iv. Environmental and Social Management Plan:**

A summary of the anticipated significant adverse environmental and social impacts together with the mitigation measures for each anticipated significant adverse environmental and social impact throughout the project cycle (i.e., Detailed design and planning phase, Pre- construction Phase – Site Preparation, Construction Phase, Operation and Maintenance Phase). Mitigation measure should be specific as much as possible.

The ESMP shall be prepared based on the impact assessment and collates all recommended mitigation measures and compliance conditions of different permits. The institutional mechanism should also provide details on training and capacity building, internal and external reporting on E&S, budgetary allocation etc. The ESMP of the project should include:

- a. A table (logical framework type) showing the objectives, expected results, objectively verifiable indicators, activities (mitigation measures), and responsibilities for the implementation of those activities;
- b. Institutional arrangements for its implementation of ESMP and for environmental monitoring: responsibilities, roles for the same.
- c. Suggestions for contracts (environmental clauses: standards, and contracting modalities) A monitoring plan (including appropriate indicators, budgetary provision, frequency of monitoring, reporting system);
- d. Conclusion & recommendation (if any)

**v. Limitations of the ESIA**

The consultants should underline all the major limitations of the study. The consultants are required to state any assumptions made in the prediction and assessment of the potential environmental impacts and risks, to highlight areas where information is deficient and to make clear how the assessment of significance has been determined, for example the use of established standards, quality objectives, stakeholder views and professional judgement.

**2.5 Deliverables**

- a. **Draft Reports:** both in hard (5 copies) and soft formats (in hard drives in editable format). The paper-copies of reports shall be in colour with legible prints and hard bound.

- b. **Final Reports:** both in hard (10 copies) and soft formats (in hard drives). The paper-copies of reports shall be in colour with legible prints and hard bound.
- c. The consultant should have their team ready to make presentations to the client/ UT Ladakh Administration during the progress of the assignment, finalization of the report and acceptance of the report, as and when required, for any interactive session/ query session.

**2.6 Expected skill set/ team composition:**

- a. Professional qualification and expertise/ experience of the team members as per national and international norms, practices and requirements
- b. Credentials of key team members shall be submitted along with the bids.
- c. Must have experience of working on similar topics in India
- d. Conversant with Indian laws, rules and regulations

**2.7 Team Composition:**

**a. Team leader:**

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

**b. Social Experts:**

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

**c. Environmental experts:**

- i. A post-graduate/ doctoral degree holder in Environmental science/engineering/ Planning or related field with at least 10 years of experience in undertaking E(S)IA studies, preferably for development projects.
- ii. S/he should have experience of organizing and analyzing environmental survey results and incorporating the findings into the report.

**Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) Studies in  
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- iii. Familiarity with Contracting procedures, especially in the PPP mode would be an advantage.
- iv. Prior experience of developing codes of practice and other tools for management of generic issues would be an asset.

# SECTION III

# INSTRUCTION TO BIDDERS

## **Preamble**

This part (Section - III) of the Tender Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer/ Owner. It also provides information on bid submission and uploading the bid on portal <https://www.bharat-electronictender.com>, bid opening, evaluation and on contract award. This Section (Section - III) contains provisions that are to be used unchanged unless Section - VII (Special Conditions of Contract), which consists of provisions that supplement, amend, or specify in detail, information or requirements included in ITB and that are specific to each procurement, states otherwise.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section - VI (General Conditions of Contract) and/ or Section - VII (Special Conditions of Contract).

Bidders may note that the respective rights of the Employer/ Owner and Bidders/ Contractors shall be governed by the Tender Documents and Contracts signed between the Employer/ Owner and the Contractor. The provisions of Tender Documents shall always prevail over any other documents in case of contradiction.

Further in all matters arising out of the provisions of this Tender document, the laws of the Union of India shall be the governing laws and the respective courts of Owner/Site shall have exclusive jurisdiction.



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**[A] – GENERAL**

**1. SCOPE OF BID**

- 1.1 The Employer/ Owner wishes to receive Bids as described in the Bidding documents/ Tender documents issued by Employer/ Owner.
- 1.2 The Scope of Work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the entire scope of work within the period stated in Bid Information Sheet (Section-I, Invitation for Bids).
- 1.4 Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

**2. BIDS FROM CONSORTIUM/ JOINT VENTURE**

As specified in the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB).

**3. NUMBER OF BIDS PER BIDDER**

Unless otherwise specified in the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB), a Bidder shall submit only 'one [01] Bid' in the same Bidding Process. A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

**4. COST OF BIDDING & TENDER PROCESSING FEE**

**4.1 COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Bank charges, all courier charges including taxes & duties etc. incurred thereof. Further, Employer/ Owner will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

**4.2 TENDER PROCESSING FEE (NON-REFUNDABLE)**

A non- refundable Tender Processing Fee, if applicable, is to be submitted in the form of 'either through NEFT/ RTGS transfer in the account of SECI or Demand Draft/ Banker's Cheque in favor of "Solar Energy Corporation of India Limited, New Delhi" payable at New Delhi. The Tender Processing Fee is to be submitted along with the bid for the amount as mentioned in the Bid Information Sheet attached under Section - I (Invitation for Bids, IFB). Bids submitted without payment of requisite Tender Processing Fee will be treated as non-responsive and shall be liable for rejection.

**4.3 The Tender Processing Fee and EMD, if applicable is exempted for MSME Vendors registered under NSIC/ Udyog Aadhaar/DIC Category only. To avail the exemption in**

**Tender Processing Fee in case of consortium/ JV, all the members should be registered as MSME Vendors under NSIC/ Udyog Aadhaar Category/DIC.**

- 4.4** In case of any discrepancy/ non-submission of either offline or online bid documents by the *bidder, the tender processing fee will be deemed as bidder's consent for participation in the bidding process.* Henceforth, the tender processing fee shall be retained by Employer and shall not be returned under any circumstances. No plea in this regard shall be entertained by the Employer/ Owner. However, EMD, if applicable will be returned in this case.
- 4.5** In the event of a particular tender being cancelled at any stage, the tender processing fee will be refunded to the concerned bidders without any interest charges within 30 days from the date of notification of cancellation of tender. No plea in this regard shall be entertained by the Employer/ Owner. EMD, if applicable will also be returned in this case.

## **[B] - BIDDING DOCUMENTS**

### **5. CONTENTS OF TENDER DOCUMENTS**

5.1 The contents of Tender Documents are those stated below, and should be read in conjunction with any 'Addendum/ Corrigendum' issued in accordance with "ITB: Clause-7":

- Section-I : Invitation for Bids [IFB]
- Section-II : Scope of Work [SOW]
- Section-III : Instructions to Bidders [ITB]
- Section-IV : Bid Data Sheet [BDS]
- Section-V : Qualifying Requirements [QR]
- Section-VI : General Conditions of Contract [GCC]
- Section-VII : Special Conditions of Contract [SCC]
- Section-VIII : Forms and Formats

5.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Tender Documents. The entire Tender Documents together with all its amendments, clarifications, and attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Tender Documents or submission of a Bid not substantially responsive to the Tender Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid. However, Employer/ Owner at its sole discretion may seek clarifications from the Bidders to adjudge the exact content and facts of the Tender Documents.

### **6. CLARIFICATION OF TENDER DOCUMENTS**

6.1 A prospective Bidder requiring any clarification(s) of the Tender Documents may notify Employer in writing by e-mail or at Employer's mailing address indicated in the Bid Information Sheet no later than 02 (Two) working days after the pre-bid meeting (in cases where pre-bid meeting is scheduled) or 15 (Fifteen) days prior to the bid closing date (in cases where pre-bid meeting is not held). Employer reserves the right to ignore the bidders

request for clarification if received beyond the aforesaid period. Employer may respond in *writing to the request for clarification*. Employer's response including an explanation of the query, but without identifying the source of the query will be uploaded on ETS Portal of ISN-ETS <https://www.bharat-electronictender.com> and/ or Employer's website [www.seci.co.in](http://www.seci.co.in).

- 6.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 6.1 above is liable to be considered as "no clarification/ information required".
- 6.3 Clarifications sought by the bidders are to be mandatorily submitted in the SECI provided format only provided along with the Tender document. Pre-Bid queries submitted in any other format will not be considered.

## **7. AMENDMENT OF TENDER DOCUMENTS**

- 7.1 At any time prior to the 'Bid Due Date', Employer/ Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by addenda/ corrigendum.
- 7.2 Any addendum/ corrigendum thus issued shall be part of the Tender Documents and shall be hosted on ETS Portal of ISN-ETS <https://www.bharat-electronictender.com> and/ or Employer's website [www.seci.co.in](http://www.seci.co.in). Bidders must consider all such addendum/ corrigendum before submitting their bid.
- 7.3 The Employer, if consider necessary, may extend the date of submissions of Bid to allow the Bidders a reasonable time to furnish their most competitive bid considering the amendment issued thereof.

## **[C] - PREPARATION OF BIDS**

### **8. LANGUAGE OF BID:**

The bid prepared by the bidder and all correspondence/ drawings and documents relating to the bid exchanged by bidder and Employer/ Owner shall be written in English language alone. Any printed literature furnished by the bidder may be written in another language if accompanied by an ENGLISH translation duly authenticated by the Chamber of Commerce/ *Certified Translator of bidder's country, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.*

In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce/ *Certified Translator of Bidder's country shall be submitted by the Bidder.*

### **9. DOCUMENTS COMPRISING THE BID**

The bid shall be submitted by the Bidder under “Single Stage - Two Envelope” procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - **First Envelope** (also referred to as Techno - Commercial Part) and **Second Envelope** (also referred to as Price Part) shall comprise of the following documents:

### 9.1 Hard Copy

Hard copy of the bid shall comprise of following documents/ programmed file-Attachments to be submitted in sealed envelope, as part of First Envelope. **The envelope shall bear {the name of Tender, the Tender No. and the words ‘DO NOT OPEN BEFORE’ (due date & time)}.**

**Sh. Swapnil Gandhi**  
**Sr. Engineer (C&P)**  
**Solar Energy Corporation of India Limited**  
**6<sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2,**  
**East Kidwai Nagar, New Delhi-110023**  
**Telephone: 011-24666359/24666200**  
**E-mail: [swapnil.gandhi@seci.co.in/contracts@seci.co.in](mailto:swapnil.gandhi@seci.co.in/contracts@seci.co.in)**

- a. Original Non-Refundable Cost of Tender Document, if applicable
- b. 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed
- c. Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Form F-XII')
- d. Copy of Board Resolution
- e. The Passphrase to decrypt the relevant Bid-Parts (for both Techno-Commercial and Financial) in separate sealed envelopes before the start date and time of the Tender Opening Event (TOE)

**Bidder shall also upload the scanned copies of all the above mentioned original documents as Programmed File Attachments during online Bid Submission as a part of First envelope.**

**“Bidder should explicitly note that no hard copies are to be submitted as a part of Second envelope”.**

### 9.2 Soft Copy

Online documents/Soft copy of the bid shall comprise of following documents to be uploaded on the ISN-ETS portal <https://www.bharat-electronictender.com> as per provisions therein.

#### a. **As part of First Envelope**

DOCUMENTS LISTED BELOW ARE TO BE SUBMITTED IN ON-LINE MODE AS SOFT COPIES:

- I. Covering Letter as per Format I.
- II. General particulars of the Bidder as per the Format II
- III. Contract Performance Security as per the Format III, if applicable
- IV. Financial Proposal as per Format V
- V. Schedule of Rate (SOR)/ Price Bid as per Format VI
- VI. Technical Proposal as per Format VII
- VII. Annual reports along with a certification of turnover of last 03 years as per Format VIII\*
- VIII. No Deviation Confirmation as per Format IX
- IX. E-Banking Mandate Form as per Format X
- X. Power of Attorney as per Format XII or Board Resolution as per format XI for such authorization.
- XI. Declaration Regarding Banning, Liquidation, Court Receivership etc. as per Format XIII
- XII. Copy of GST registration No, PAN Card and Income Tax Registration,
- XIII. An undertaking that the bidder has not been blacklisted by any Government Department/Autonomous bodies/any organization as on the date of submission of the bid.
- XIV. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification

\*In case the audited annual accounts for the year previous Financial Year are not available with the bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years. MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g., sale of fixed assets. *This must be the individual Company's turnover and not that of any group of Companies.* A summarized sheet of average turn over certified by a practicing CA/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

**The Technical Proposal shall not include any financial information relating to the Financial Proposal. The Bidder shall submit Bids in the given Format only.**

**b. As part of Second Envelope**

- I. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the ISN-ETS portal, shall be duly filled. "Termed as **ELECTRONIC FORM**".
- II. Main Price Bid comprising as per Format-V (Financial Proposal) of the Price Schedule duly completed, sealed, and signed/digitally signed shall be uploaded. "Termed as **MAIN BID**".

**10. SCHEDULE OF RATES (SOR)/ PRICE SCHEDULE (PS)/ BID PRICES**

- 10.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole works as described in Tender Documents, based on the rates and prices submitted by the Bidder, and accepted by the Employer/ Owner. The prices quoted by the Bidders should clearly indicate the Goods & Service Tax (GST) components as also mentioned under the SOR.
- 10.2 Prices must be filled in format for "Schedule of Rates [SOR]/ Price Schedule [PS]/ Bid Prices" enclosed as part of Tender documents. If quoted in separate typed sheets, such bids may be rejected.
- 10.3 Bidder shall quote for all the items of "SOR/ Price Bid" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender Document. In case any activity though specifically not covered in description of item under "SOR/ Price Bid" but is required to complete the works as per Specifications, Scope of Work/ Service, Standards, "GCC", "SCC" or any other part of Bidding Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 10.4 All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the bidder under the Contract, or for any other cause, shall be mentioned as per the SOR formats.
- 10.5 Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 10.6 In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties column of the SOR/ PS.
- a. The term Change in Law shall refer to the occurrence of any of the following events pertaining to this tender only after the last date of the bid submission, including (i) the enactment of any new law; or (ii) an amendment, modification, or repeal of an existing law; or (iii) any change in the rates of any Taxes including any duties and cess or introduction of any new tax made applicable for setting up the tender.
  - b. However, Change in Law shall not include (i) any change in taxes on corporate income or (ii) any change in any withholding tax on income or dividends distributed to the shareholders of the Contractor, or (iii) any change on account of regulatory measures by the Appropriate Commission.



- 10.7 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 29 of ITB.
- 10.8 Bidder need to submit the detailed break-up of Goods & Service Tax (GST) (applicable for both Central and State) in the SOR/Price Bid. This data is required to ascertain the:
- Computation of taxes assumed at the time of bidding.
  - The total impact due to revision in applicable tax rate or introduction of new tax, if any.
  - Bidders are required to ascertain the correctness of amount related to Goods & Service Tax (GST) as mentioned in the SOR / Price Bid as on the date of techno-commercial bid submission as it will impact the Price assessment part at the time of evaluation of price bid.

#### **11. GOODS & SERVICE TAX (GST)**

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

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

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

- 11.1 The responsibility of payment of GST lies with the Service Provider only. Contractor providing taxable service shall issue an Invoice, a Bill or as the case may be, a Challan which is signed, serially numbered and in accordance with rule GST Law. The invoice shall also contain the following:
- Name, Address & Registration No. of such Person/ Contractor
  - Name & Address of the Person/ Contractor receiving Taxable Service
  - Description, Classification & Value of Taxable Service provided
  - GST Amount, if any.
  - HSN code of the Goods/Services.
  - Payments to Service Provider for claiming GST amount will be made provided the above formalities are fulfilled. Further, Employer/ Owner may seek copies of challan and certificate from Chartered Accountant for deposit of GST collected from Employer/ Owner.
- 11.2 In case CBIT (Central Board of Indirect Taxes and Customs) brings to the notice of Employer/ Owner that the contractor has not remitted the amount towards GST collected from Employer/ Owner to the government exchequer, then, that contractor may be debarred from bidding in future tenders of Employer/ Owner for given period as per the sole discretion of Employer/ Owner.
- 11.3 In case of statutory variation in GST during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears. The following may also be noted: -
- Any increase in the rate of non-ITC based GST beyond the contractual completion period shall be to contractor's account whereas any decrease in the rate shall be passed on to the Employer/ Owner.*
- 11.4 Owner will reimburse the GST to the Contractor at actuals against submission of ITC based invoices issued in accordance with GST rules. In case of any variation in the executed quantities, the amount on which the GST is applicable shall be modified in same proportion.
- 11.5 Owner will reimburse the GST to the Contractor at actuals against documentary evidence subject to the ceiling amount of GST as quoted by the bidder, subject to any statutory variations. In case of any variation in the executed quantities (If directed and/ or certified by the Engineer-In-Charge) the ceiling amount on which GST is applicable will be modified on pro-rata basis.
- 11.6 Contractor shall ensure timely submission of correct invoice(s) with all required supporting document(s) so to enable Owner to avail Input Tax Credit (ITC) (If applicable)

## **12. BID CURRENCIES**

Bidders must submit bid in the currency as mentioned in Bid Information Sheet (Section-I, IFB).

## **13. BID VALIDITY**

13.1 Bids shall be kept valid for period specified in Bid Information Sheet (Section-I, IFB) from the final 'Bid Opening Date'. A Bid valid for a shorter period may be rejected by Employer as 'non-responsive'.

13.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his 'EMD, if applicable will'. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of its 'EMD, if applicable will' for the period of the extension and in accordance with "ITB: Clause-14" in all respects.

**Note:** In case of extension(s) of last due date of the Tender submission, the latest extension issued shall be considered as the final due date of Tender submission and accordingly the Tender validity should be calculated and sufficed. The validity of the Tender need to be revised by respective bidders in case the bids are already submitted prior to the last due date of the initial Tender submission deadline.

## **14. EARNEST MONEY DEPOSIT(EMD)**

14.1 The applicability/Non-applicability of Earnest Money Deposit (EMD) is specified under Bid Information Sheet (Section-I, IFB).

14.2 The Bids must be accompanied with '**Earnest Money Deposit (EMD)**' (if applicable) in the form of either through NEFT/ RTGS transfer in the account of SECI or '**Demand Draft**' or '**Banker's Cheque**' [in favour of **Solar Energy Corporation of India limited, New Delhi payable at New Delhi**] or '**Bank Guarantee**' as per the format of the **bidding documents**. Bidders shall ensure that EMD, having a validity of at least 30 (Thirty) Days beyond the validity of the bid, must accompany the Bid in the format(s) made available in the Tender Document. In case of any extension in validity of bid, the EMD shall be extended suitably. The EMD shall be submitted in Indian Rupees only.

14.3 The '**EMD**' is required to protect Employer/ Owner against the risk of Bidder's conduct, which would warrant the EMD's forfeiture, pursuant to "ITB: Clause-14.8".

14.4 Employer/ Owner shall not be liable to pay any Bank charges, commission, or interest etc. on the amount of 'EMD'. In case 'EMD' is in the form of a 'Bank Guarantee', the same shall be from any scheduled Bank as specified in the List of Banks enclosed at Section-VIII of Tender documents or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be

commercial bank having net worth more than INR 500 Crores (Indian Rupees Five Hundred Crores Only).

- 14.5 Bid not accompanied with required amount of EMD shall be liable for rejection.
- 14.6 'Earnest Money Deposit' of all the unsuccessful Bidders disqualified at the stage of evaluation, will be discharged/ returned as promptly as possible, but not later than '30 [thirty] days' of their respective disqualification.
- 14.7 The successful bidder's (L1 bidder) 'Earnest Money Deposit' will be discharged upon the Bidder's signing the 'Contract Agreement' and furnishing the 'Performance Security duly vetted by the Bank'.
- 14.8 Notwithstanding anything contained herein, the 'EMD' may also be forfeited in any of the following cases:
- If a Bidder withdraws or varies his Bid during the 'Period of Bid Validity'
  - If a Bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice
  - Violates any other condition, mentioned elsewhere in the tender document including deviations or conditional bid.
  - In the case of a successful Bidder, if the Bidder fails to:
    - acceptance of the WO/NOA/ LOI/ LOA.
    - to furnish "Performance Security.
    - to accept 'arithmetical corrections' as per provision of the clause 29 of ITB.

14.9 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Bid Document No and the Work for which the Bidder is quoting. This is essential to have proper correlation later. The 'EMD' should be in the form provided at 'Form F-IV'.

**14.10 MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/ DIC/ Udyog Aadhar Only are exempted from submission of EMD. In order to avail the exemption in EMD in case of Consortium/ JV, all the members of the Consortium/ JV should be registered as MSME Vendors under NSIC/ DIC/ Udyog Aadhaar Category.**

**Note:** In case of extension(s) of last due date of the Tender submission, the latest extension issued shall be considered as the final due date of Tender submission and accordingly the Earnest Money Deposit validity and Bid validity should be calculated and sufficed. The validity of the submitted EMD and bid validity need to be revised by respective bidders in case the bids are already submitted prior to the last due date of the initial Tender submission deadline.

## **15. CONTRACT PERFORMANCE SECURITY**

15.1 Against the work, within 30 (Thirty) days from the issuance of the Work Order (WO)/Notification of Award/ Letter of Intent/Letter of Award (LOA) from Owner, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security in accordance with Special Conditions of the Contract. The Contract

*Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract and will be issued in the name of the Owner as specified in the SCC. The Contract Performance Security shall be for an amount equal to specified in Special Conditions of Contract (SCC) towards faithful performance of the contractual obligations, performance of equipment and shall cover entire Contract. The validity of Contract Performance Security shall be in conjunction with the provisions mentioned under Section - VII, Special Conditions of Contract (SCC).*

- 15.2 Bank Guarantee towards Contract Performance Security shall be from any scheduled bank as specified in the List of Banks enclosed at Section - VIII, Sample Forms and Formats of Tender documents or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth more than INR 500 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead. This Bank Guarantee shall be valid for a period in conjunction with the provisions mentioned under Section - VII, Special Conditions of Contract (SCC).
- 15.3 The Contract Performance Security may also be submitted in the form of '*crossed payee accounts only*' Demand Draft/ Banker's Cheque in favor of as mentioned in the BDS/SCC.
- 15.4 In case of default or failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the cancellation of the award and forfeiture of the EMD, if applicable.

***In case of default or failure of the Contractor to comply with the requirements of any of the Obligations covered under this Tender Document and/ or Contract Agreement shall constitute sufficient grounds for forfeiture of the Contract Performance Security.***

- 15.5 The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as the Contract Performance Security submitted at the time of award takes care of the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value exceeds the ceiling of awarded contract price by more than 0.5%, the Contractor shall furnish additional Contract Performance Security on proportionate basis of the percentage as defined in the Special Conditions of Contract (SCC) for the additional amount in excess to the original contract value.
- 15.6 Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Owner at its sole discretion may cancel the WO/NOA/LOI/LOA & forfeit 100% of EMD if applicable in case Contract Performance Security is not submitted within 45 (Forty-five) days from issuance of WO/NOA/LOI/LOA. However, total project completion period shall

remain same. Part Security shall not be accepted. The Zero Date shall be counted from the date of WO/LOA or NTP whichever is later.

- 15.7 If the Contractor/ Sub-Contractor or their employees or the Contractor's agents and representatives shall damage, break, deface or destroy any property belonging to the Employer or others during the execution of the Contract, the same shall be made good by the Contractor at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the Contractor (for which the certificate of the Engineer-in-Charge shall be final).
- 15.8 All compensation or other sums of money payable by the Contractor to the Owner under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Contractor by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the Contractor shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by encashment of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.

## **16. PRE-BID MEETING**

- 16.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in Bid Information Sheet under Section - I, Invitation for Bids, IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.
- 16.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 16.3 Text of the questions raised, and the responses given, together with any responses prepared after the meeting, will be uploaded on SECI & ETI website against the Tender. Any modification of the Contents of Tender Documents listed in "ITB: Clause-5.1", that may become necessary because of the Pre-Bid Meeting shall be made by the Employer/ Owner exclusively through the issue of an Addendum/ Corrigendum pursuant to "ITB: Clause-7", and not through the minutes of the Pre-Bid Meeting.
- 16.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

## **17. SIGNING OF BID/TENDER DOCUMENT**

The First and Last Pages of original tender documents including amendments, clarifications if any shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA) before uploading at ISN-ETS online portal. The name and position held by each person signing, must be typed or printed below the signature.

**18. ZERO DEVIATION AND REJECTION CRITERIA**

18.1 **ZERO DEVIATION:** Deviation to terms and conditions of Tender Documents may lead to rejection of bid. Employer/ Owner will accept bids based on terms & conditions of Tender Documents only. Bidder may note Employer/ Owner will determine the substantial responsiveness of each bid to the Tender Documents pursuant to provision contained in clause 28 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Documents without deviations or reservations. Employer's/ Owner's *determination of a bid's* responsiveness is based on the content of the bid itself. Employer/ Owner reserves the right to raise technical and/ or commercial query(ies), if required. The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, technical specifications, etc. Bidders are requested to not to take any deviation.

18.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- a. Eligibility Criteria including General, Technical and Financial QR
- b. Firm Price, Tender Processing Fees and Earnest Money Deposit
- c. Tender Document Fees, if applicable
- d. Specifications & Scope of Work
- e. Schedule of Rates (SOR)/ Price Schedule (PS)
- f. Duration/ Period of Contract/ Completion schedule
- g. Period of Validity of Bid
- h. Warrantee/Guarantee/ Defect Liability Period
- i. Arbitration/ Resolution of Dispute/ Jurisdiction of Court
- j. Force Majeure & Applicable Laws
- k. Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

**Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.**

**19. E-PAYMENT**

Owner has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form enclosed at Format F-X in Section-VIII, Forms and Formats of the Tender documents.

**[D] - SUBMISSION OF BIDS**

**20. SUBMISSION, SEALING AND MARKING OF BIDS**

20.1 Bids shall be submitted through e-tender mode in the manner specified elsewhere in tender document.

**Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) Studies in Leh, UT Ladakh'**



20.2 Offline documents (Specific documents only) as mentioned in clause no. 09 of Section - III, Instructions to Bidders (ITB) of the Tender document shall be submitted in a Sealed Covering Envelope. The Covering Envelope shall have the following Sticker:

<b>Offline Tender Document for "Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) Studies in Leh, UT Ladakh"</b>	
<b>Tender Document No.</b>	<b>SECI/C&amp;P/ IPP/17/0003/22-23</b>
<b>Last Date of Submission</b>	
<b>Bids Submitted by</b>	<b>(Enter Full name and address of the Bidder)</b>
<b>Authorized Signatory</b>	<b>(Signature of the Authorized Signatory)</b> <b>(Name of the Authorized Signatory)</b> <b>(Stamp of the Bidder)</b>
<b>Bid Submitted to</b>	<b>Solar Energy Corporation of India Limited</b> <b>(A Government of India Enterprise)</b> <b>6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai</b> <b>Nagar, New Delhi-110023, India</b>

20.3 All the bids shall be addressed to the Employer at address specified in the Bid Information Sheet in Section - I, Invitation for Bids (IFB).

20.4 Bids submitted under the name of AGENT/ CONSULTANT/ REPRESENTATIVE/ RETAINER/ ASSOCIATE etc. on behalf of a bidder/ affiliate shall not be accepted.

**21. DEADLINES FOR SUBMISSION OF BIDS**

21.1 The bids must be submitted through e-tender mode not later than the date and time specified in the Bid Information Sheet in Section - I, Invitation for Bids (IFB).

21.2 The offline documents of required specific documents must be submitted through courier/ registered post/ by hand not later than the date and time specified in the Bid Information Sheet in Section - I, Invitation for Bids (IFB).

21.3 Employer/ Owner may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids. In which case all rights and obligations of Employer/ Owner and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of bid submission date will be uploaded on ETS Portal of ISN-ETS <https://www.bharat-electronictender.com> and/ or Employer's website [www.seci.co.in](http://www.seci.co.in).

**22. LATE BIDS**

22.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.



22.2 E-tendering system shall close immediately after the deadline for submission of bid and no bids can be submitted thereafter.

22.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/ opening/ award if not received to the specified destination within stipulated date & time.

### **23. MODIFICATION AND WITHDRAWAL OF BIDS**

23.1 Modification and withdrawal of bids shall be as follows: -

The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document with the due written consent from the authorized signatory of the bidder.

23.2 The modification shall also be prepared, sealed, marked, and dispatched in accordance with the provision of the clause 20 of ITB, with the outer and inner envelopes additionally marked modification or withdrawal as appropriate. A withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy post not later than the deadline for submission of bids. No bid shall be modified/ withdrawn after the deadline for submission of bids.

23.3 No bid shall be allowed to be withdrawn/ modified/ substitute in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/ Modification/ Substitution of a bid during this *interval shall result in the forfeiture of bidder's EMD, if applicable pursuant to clause 14 of ITB* and rejection of bid.

23.4 The latest bid hence submitted shall be considered for evaluation and all other bids shall be unconditionally withdrawn.

23.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, Employer shall forfeit EMD, if applicable paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/ item(s). Further, such bidder will be debarred for a given period as decided by Employer/ Owner after following the due procedure.

### **[E] - BID OPENING AND EVALUATION CRITERIA**

#### **24. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

Employer/Owner reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or *Bidders of the ground for Employer's/ Owner's action. However, Bidder if so, desire may seek the reason (in writing) for rejection of their Bid to which Employer/ Owner shall respond quickly.*

## **25. BID OPENING**

### **25.1 Unpriced Bid Opening:**

Employer will open bids, in the presence of bidders' designated representatives who choose to attend, at date, time and location stipulated in the Bid Information Sheet. *The bidders' representatives, who are present shall sign a bid opening register evidencing their attendance. However, the presence of bidder(s) during unpriced bid opening is subjective and will depend on case to case basis against the sole discretion of Employer/ Owner. As it's an online bidding system, Bidder's attendance during the Techno-commercial Bid opening in Employer's Premises is not envisaged, as the same may be observed by the respective bidders from their online login credentials of the e-tendering portal.*

### **25.2 Priced Bid Opening:**

25.2.1 Employer will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive.

25.2.2 The price bids of those bidders who were not found to be techno-commercially responsive shall not be opened.

25.2.3 *As it's an online bidding system, Bidder's attendance during the Price Bid opening in Employer's Premises is not envisaged, as the same may be observed by the respective bidders from their online login credentials of the e-tendering portal. Employer may also intimate the Techno commercial qualified bidders through mails for the opening of price bids.*

## **26. CONFIDENTIALITY**

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the *Employer's/ Owner's processing of Bids or award decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.*

## **27. CONTACTING THE EMPLOYER/ OWNER**

27.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer/ Owner on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

27.2 Any effort by the Bidder to influence the Employer/ Owner in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the offer/Bid and action shall be initiated as per procedure in this regard.

## **28. EXAMINATIONS OF BIDS AND DETERMINATION OF RESPONSIVENESS**

28.1 *The owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:*

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents.
- (b) *Is accompanied by the required 'Earnest Money Deposit' and 'Tender Processing Fees', if applicable.*
- (c) Is substantially responsive to the requirements of the Tender Documents; and
- (d) Provides any clarification and/ or substantiation that the Employer/ Owner may require to determine responsiveness pursuant to "ITB: Clause-28.2".

28.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Tender Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below: -

- (a) *"Deviation" is departure from the requirement specified in the tender documents.*
- (b) *"Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.*
- (c) *"Omission" is the failure to submit part, or all of the information or documentation required in the tender document.*

28.3 A material deviation, reservation or omission is one that,

- (a) If accepted would,
  - (i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
  - (ii) Limit, in any substantial way, inconsistent with the Tender Document, the *Employer's rights or the bidder's obligations under the proposed Contract.*
- (b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

28.4 The Employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation, or omission.

28.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the of material deviation, reservation, or omission.

## **29. CORRECTION OF ERRORS**

29.1 If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Employer, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total

price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

The prices of all such item(s) against which the Bidder has not quoted rates/ amount (*viz., items left blank or against which* '–' is indicated) in the Price Schedules will be deemed to have been included in other item(s).

The subtotal, total price, or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.

The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the Employer shall be entitled to consider the highest price for that particular line item for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in these schedules.

- 29.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected.

### **30. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**

All bids submitted must be in the currency specified at clause 12 of ITB.

### **31. EVALUATION OF BIDS**

Bidders are required to submit their Price quotes as per given Price proposal format. Quoted Prices should be inclusive of Goods & Service Tax (GST) which shall be reimbursed by SECI on actual against documentary proof based on tax invoices raised by the bidder.

Proposals shall be evaluated as per evaluation criteria mentioned below on the Total Evaluated Bid Value (TEBV) including GST.

#### **31.1 Evaluation of Techno - Commercial Part (First Envelope)**

The Employer will carry out a detailed evaluation of the bids of the qualified bidders to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. To reach such a determination, the Employer will examine the information supplied by the bidders, pursuant to 'ITB: Clause-9', and other requirements in the Bidding Documents, considering the following factors:

- (a) overall completeness and compliance with the Technical Specifications of the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail may be rejected for non-responsiveness,

- (b) compliance with the time schedule,
- (c) any other relevant technical factors that the Employer/ Owner deems necessary or prudent to take into consideration,
- (d) any deviations to the commercial and contractual provisions stipulated in the Tender Documents,
- (e) details furnished by the bidder in response to the requirements specified in the Tender Documents.

### **31.2 Opening of Second Envelope by Employer**

The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to ITB Clause 31.1. In case the bid/offer is rejected, pursuant to ITB Clause 31.1 the Second Envelope submitted by such bidders shall be sent to archive unopened and the EMD, if applicable shall be returned as per the Tender provisions.

The prices and details as filled up in Electronic Form by the bidder and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions and considered for award of contract as provided in ITB.

### **31.3 Evaluation of Financial Part (Second Envelope)**

31.3.1 The Employer will examine the Price Part (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed/digitally signed, and whether the bids are generally in order.

31.3.2 Financial Proposal Content: After the technical evaluation, the Financial Bids of bidders will be opened and will be ranked in terms of their Total Evaluated Bid Value (TEBV).

31.3.3 Total Evaluated Bid Values (TEBV) for all the Bidders shall be compared to determine the lowest Total Evaluated Bid Value (TEBV) as given under Format of Schedule of Rates (SOR) / Price Bid.

31.3.4 The least TEBV will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3, etc. Evaluations will be based on documentary evidence submitted by the applicant with respect to evaluation / selection criteria. L1 bidder would be selected on the basis of the TEBV for the contract period as per the price proposal

format provided. The lowest (L1) evaluated Bid as such, will be selected for the Notification of Award (NOA)/Work Order (WO).

31.3.5 The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.

31.3.6 Arithmetical errors will be rectified in line with Clause no. 29 of ITB.

31.3.7 The comparison shall also include the impact of Goods & Service Tax (GST) in line with the provisions of the Tender Documents.

31.3.8 Total Evaluated Bid Value including all taxes and duties for all the bidders shall be compared to determine the lowest Total Evaluated Bid Value as given under Price proposal Format & the lowest (L1) evaluated offer as such, will be selected for the Notification of Award (NOA)/Work Order (WO). The evaluation will be done on the total evaluated bid value & not on individual line item/Product wise.

31.3.9 The mentioned Total Evaluated Value will be considered up to 2 decimal places only.

31.3.10 In case only single offer is received, SECI at its sole discretion may take appropriate actions for further process as per SECI policy.

### **[F] - NOTIFICATION OF AWARD/ LETTER OF INTENT/ CONTRACT AGREEMENT**

#### **32. AWARD**

Subject to "ITB: Clause-28", Owner will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest provided that bidders, is determined to be qualified to satisfactorily perform the Contract.

#### **33. WORK ORDER/ NOTIFICATION OF AWARD/ LETTER OF INTENT/ LETTER OF ALLOCATION**

33.1 Prior to the expiry of 'Period of Bid Validity', Owner will notify the successful bidder in writing, in the form of "*Work Order (WO)*" / "Notification of Award (NOA)" / "*Letter of Intent (LOI)*" / "*Letter of Allocation (LOA)*" through e-mail/ courier/ registered post, that his Bid has been accepted. The acceptance of the notification of award will constitute the formation of the Contract.

33.2 Contract Period shall commence from the date of "*Work Order*" / "Notification of Award" / "*Letter of Intent*" / "*Letter of Allocation*" or as mentioned in the "*Work Order*" / "Notification of Award" / "Letter of Intent" / "Letter of Allocation". The "*Notification of Award*" / "*Letter of Intent*" / "*Letter of Allocation*" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-34".

- 33.3 The "Work Order (WO)"/ "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" shall be issued to successful bidder in duplicate. The successful bidder is required to return its duplicate copy duly signed and stamped on each page within 07 days of its issuance including all the Appendix, Annexures as a token of acceptance.
- 33.4 In case the successful bidder fails to acknowledge the acceptance of "Work Order (WO)"/ "Notification of Award (NOA)"/ "Letter of Intent (LOI)"/ "Letter of Allocation (LOA)" as mentioned above vide clause no. 33.3, same will be treated as a case of non-responsiveness & default and Employer/ Owner may take suitable action to get the project successfully executed.
- 33.5 In case of Non-responsive/Non acceptance to the WO/NOA or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

#### **34. SIGNING OF CONTRACT AGREEMENT**

- 34.1 Within 30 (Thirty) days of the release of Work Order (WO)/Notification of Award (NOA) by the owner, the successful Bidder/ Contractor shall be required to execute the 'Contract Agreement' with Owner on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Contractor] and of 'state' specified.
- 34.2 In case *the successful bidder fails to execute the 'Contract Agreement' as mentioned* above vide clause no. 34.1, same will be treated as a case of non-responsiveness & default and Employer/ Owner may take suitable action to get the project successfully executed. Same shall constitute sufficient grounds for the forfeiture of EMD, if applicable.
- 34.3 In case of Non-responsive/Non-acceptance to the WO/NOA or CA or non-submission of timely Performance Security by the successful bidder, SECI at its sole discretion may take appropriate actions with the forfeiture of EMD, if applicable & may annul the entire Tendering process at its sole discretion.

#### **35. CANCELLATION OF CONTRACT**

SECI reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the SECI on the following circumstances:

- 35.1 The bidder has made misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- 35.2 The selected bidder commits a breach of any of the terms and conditions of the bid/contract.

- 35.3 The bidder goes into liquidation voluntarily or otherwise during the execution of contract.
- 35.4 The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- 35.5 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, SECI reserves the right to get the balance contract executed by another party of its *choice by giving one month's notice for the same*. In this event, the selected bidder is bound to make good the additional expenditure, which the SECI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- 35.6 No bidder is permitted to canvass to SECI on any matter relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

**36. PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES**

- 36.1 Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices is enclosed at Annexure-I along with this ITB document.
- 36.2 Annexure-I deliberates in detail all consequences pertaining to clause no. 36.
- 36.3 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS/ CONTRACTORS/ BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

Notwithstanding anything contained contrary to "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers/ Contractors/ Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/ or on other grounds as mentioned in Employer's/ Owner's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-I), the contractor/ bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by Employer/ Owner, to such Vendors/ Suppliers/ Contractors/ Bidders/ Consultants.

The Vendor/ Supplier/ Contractor/ Bidder/ Consultant understands and agrees that in such cases where Vendor/ Supplier/ Contractor/ Bidder/ Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order by Employer/ Owner, such decision of Employer/ Owner shall be final and binding on such Vendor/ Supplier/ Contractor/ Bidder/ Consultant and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue/ dispute arising in the matter.

**37. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs)**

- 37.1 As per the Public Procurement Policy for Micro and Small Enterprise (MSEs) order 2012, issued vide Gazette Notification number 503, dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprise of Govt. of India, and specific to this tender, MSEs



must be registered with any of the following agencies/ bodies shall be exempted from Tender Processing Fees and EMD submission, if applicable upon production of valid registration certificate.

- (i) District Industries Centre (DIC)
- (ii) National Small Industries Corporation (NSIC)
- (iii) Udyog Aadhaar Memorandum

MSEs participating in the tender must submit the certificate of registration with any one of the above agencies. The registration certificate issued from any of the above agencies must be valid as on close date of the tender.

The MSEs, who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/ preference.

**37.2 In case of JV/ Consortium, in order to avail the exemption to Tender Processing Fees (if applicable) and Earnest Money Deposit (EMD, if applicable), all the members of JV/ Consortium should be registered under any of the Categories mentioned under clause 37.1 above.**

**37.3** In case the bidder is falling under above category, the bidder shall submit the documentary evidence satisfying the same.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the tender.

### **38. RISK OF REJECTION**

Any Conditional Bid will straight away run into risk of rejection.

### **39. INCOME TAX & CORPORATE TAX**

**39.1** Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

**39.2** *Corporate Tax liability, if any, shall be to the contractor's account.*

**39.3** TDS under GST as may be applicable shall be deducted as per law of Government of India in vogue.

### **39.4 MENTIONING OF PAN NO. IN INVOICE BILL**

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods/ services/ works/ consultancy services exceeding

**Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) Studies in  
Leh, UT Ladakh'**



INR 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding INR 2 Lacs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement.

## **Annexure-I**

### **PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES**

#### **1. Definitions:**

1.1 *“Corrupt Practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.*

*“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.*

1.2 *“Fraudulent Practice” means and include any act or omission committed by an agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive to influence a selection process or during execution of contract/ order.*

1.3 *“Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.*

1.4 *“Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.*

1.5 *A “Vendor/ Supplier/ Contractor/ Consultant/ Bidder” is herein after referred as “Agency”*

1.6 *“Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Committee” concerned.*

1.7 *“Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:*

- (a) Whether the management is common.
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) Substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

1.8 *“Investigating Agency” shall mean any department or unit of Employer/ Owner investigating into the conduct of Agency/ party and shall include the Vigilance*

Department of the Employer/ Owner, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

## **2. Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice**

### **2.1 Irregularities noticed during the evaluation of the bids:**

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/ fraudulent/ collusive/ coercive practice, the bid of such Bidder (s) shall be rejected, and its Earnest Money Deposit (EMD, if applicable) shall be forfeited.

Further, such agency shall be banned for future business with Employer/ Owner for a period specified in para below from the date of issue of banning order.

### **2.2 Irregularities noticed after award of contract**

#### **(a) During execution of contract:**

If an agency, is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, during execution of contract, the agency shall be banned for future business with Employer/ Owner for a period specified in para below from the date of issue of banning order.

The concerned order(s)/ contract(s) where corrupt/ fraudulent/ collusive practices are observed, shall be suspended with immediate effect by Engineer-in-Charge (EIC)/ Employer/ Owner whereby the supply/ work/ service and payment etc. will be suspended. The action shall be initiated for putting the agency on banning list.

After conclusion of process, the order(s)/ contract(s) where it is concluded that such irregularities have been committed shall be terminated and Contract Performance Security submitted by agency against such order(s)/ contract(s) shall also be forfeited. The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract.

No risk and cost provision will be enforced in such cases.

#### **(b) After execution of contract and during Defect liability period (DLP)/ Warranty/ Guarantee Period:**

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after execution of contract and during DLP/ Warranty/ Guarantee Period/O&M Period, the agency shall be banned for future business with Employer/ Owner for a period specified in para below from the date of issue of banning order.

Further, the Contract Performance Security submitted by agency against such order(s)/ contract(s) shall be forfeited.

**(c) After expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period**

If an agency is found to have indulged in corrupt/ fraudulent/ collusive/ coercive practices, after expiry of Defect liability period (DLP)/ Warranty/ Guarantee Period, the agency shall be banned for future business with Employer/ Owner for a period specified in para below from the date of issue of banning order.

**2.3 Period of Banning**

Banning period shall be reckoned from the date of issuance of banning order and shall be for a period as may be decided by the Employer/ Owner based on specific case basis. However, minimum period of ban shall be 06 (Six) months from the date of issuance of banning order.

In exceptional cases where the act of vendor/ contractor is a threat to the National Security, the banning shall be for indefinite period.

**3. Effect of banning on other ongoing contracts/ tenders**

- 3.1 If an agency is banned, such agency shall not be considered in ongoing tenders/ future tenders.
- 3.2 However, if such an agency is already executing other order(s)/ contract(s) where no corrupt/ fraudulent/ collusive/ coercive practice is found, the agency shall be allowed to continue till its completion without any further increase in scope except those incidentals to original scope mentioned in the contract.
- 3.3 If an agency is banned during tendering and irregularity is found in the case under process:
- 3.3.1 after issue of the enquiry/ bid/ tender but before opening of technical bid, the bid submitted by the agency shall be ignored.
- 3.3.2 after opening technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD, if applicable submitted by the agency shall be returned to the agency.
- 3.3.3 after opening of price bid, EMD, if applicable made by the agency shall be returned; the offer/Bid of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ misappropriation of facts committed in the same tender/ other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

#### **4. Procedure for Suspension of Bidder**

##### **4.1 Initiation of Suspension**

Action for suspension business dealing with any agency/(ies) shall be initiated by C&P Department when

- (i) Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Nonperformance of Vendor/ Bidder/ Supplier/ Contractor/ Consultant leading to termination of Contract/ Order.

##### **4.2 Suspension Procedure:**

- 4.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- 4.2.2 During the period of suspension, no new business dealing may be held with the agency.
- 4.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- 4.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- 4.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from Employer/ Owner.

The competent authority to approve the suspension will be same as that for according to approval for banning.

##### **4.3 Effect of Suspension of business:**

Effect of suspension on other on-going/ future tenders will be as under:

- 4.3.1 No enquiry/ bid/ tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- 4.3.2 If an agency is put on the Suspension List during tendering:
- 4.3.2.1 after issue of the enquiry/ bid/ tender but before opening of technical bid, the bid submitted by the agency shall be ignored.
- 4.3.2.2 after opening technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and EMD, if applicable submitted by the agency shall be returned to the agency.
- 4.3.3 The existing contract(s)/ order(s) under execution shall continue.

Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of Employer/ Owner or the Ministry of New & Renewable Energy (ii) bidder is not banned by any Government Department/ Public Sector.

## **Annexure-II**

### **ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)**

#### **1. General**

Special Instructions (for e-Tendering).

#### **Submission of Online Bids is mandatory for this Tender.**

This section contains detailed instructions regarding bid submission procedure under e-tendering system (e-tender portal). Bidders are required to read the following instructions in addition to various instructions mentioned elsewhere in the bid document for e-tendering. The instructions mentioned herein related to bid submission procedure shall supersede and shall prevail over the conditions enumerated elsewhere in the bid/ tender document.

Bidders who wish to participate in e-tenders must go through the instructions in respect of e-Tendering essentially covering security settings required for bidder's PC/ Laptop, uploading and checking the status of digital signature in the bidder's PC/ Laptop, obtaining unique login ID and password, re-setting the password, downloading of Tender document and uploading of Offer/ Bid etc.

#### **2. About E-Tender Portal (Web)**

Solar Energy Corporation of India Limited (SECI) has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the ETS Portal of M/s ElectronicTender.com (India) Pvt. Limited (<https://www.bharat-electronictender.com>) through ISN Electronic Tender Services Private Limited (referred as ISN-ETS) (referred hereunder as "E-Tender Portal") and also enables the bidders to participate and submit online prices directly in the e-tender portal or uploading of SOR/ Price Schedule (Price Bid) in note and attachment folder, as applicable, and technical bids in secured and transparent manner maintaining absolute confidentiality and security throughout the tender evaluation process and award.

#### **3. Pre-requisite for participation in bidding process**

The following are the pre-requisite for participation in e-Tendering Process:

##### **3.1 PC/ Laptop with Windows OS, Internet Explorer**

Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.

##### **3.2 Internet Broadband Connectivity**



The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.

### **3.3 A valid e-mail Id of the Organization/ Firm**

**3.4** E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/Vendors/Agencies will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, SECI has decided to use the portal of M/s Electronic Tender.com (India) Pvt. Limited <https://www.bharat-electronictender.com> through ISN Electronic Tender Services Private Limited (referred as ISN-ETS. *This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).*

Benefits to Suppliers are outlined on the Home-page of the portal.

### **3.5 Tender Bidding Methodology:**

Sealed Bid System

Single Stage Two Envelope

Auction

*The sealed bid system would be followed by an 'e-Reverse Auction'*

## **4. Tender Bidding Methodology under Sealed Bid System of Single Stage Two Envelop:**

### **4.1 Broad Outline of Activities from Bidder's Perspective:**

4.1.1 Procure a Class III Digital Signing Certificate (DSC).

4.1.2 Register on Electronic Tender System® (ETS)

4.1.3 Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA

4.1.4 View Notice Inviting Tender (NIT) on ETS

4.1.5 For this tender -- Assign Tender Search Code (TSC) to a MA

4.1.6 Download Official Copy of Tender Documents from ETS Note: Official copy of Tender Documents is *distinct from downloading 'Free Copy of Tender Documents'*. *To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.*

4.1.7. Clarification to Tender Documents on ETS

a) Query to SECI (Optional)

b) View response to queries posted by SECI

4.1.8 Bid-Submission on ETS

4.1.9 Respond to SECI Post-TOE queries

4.1.10 Participate in reverse auction if invited

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

#### 4.2 Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]

#### 4.3 Registration

To use the Electronic Tender® portal <https://www.bharat-electronictender.com>, vendors/bidder/agencies need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ISN-ETS/ ETS Helpdesk (as given below), to get your registration accepted/ activated.

#### **Important Note:**

Interested bidders have to download official copy of the RfS/ Tender & other documents after login into the ETS Portal of ISN-ETS (<https://www.bharat-electronictender.com>). If the official copy of the documents is not downloaded from ETS Portal of ISN-ETS within the specified period of downloading of RfS/ Tender and other documents, bidder will not be able to participate in the tender.

To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

#### **ETS Helpdesk**

**Phone +91-124-4229071, 4229072**

**E-mail [support@isn-ets.com](mailto:support@isn-ets.com)**

**Remarks 1000 hrs to 1800 hrs on all working days ie from Monday to Friday except Government Holidays.**

## **5. Some Bidding Related Information for this Tender (Sealed Bid)**

*The bid shall be submitted by the Bidder under “Single Stage - Two Envelope” procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - **First Envelope** (also referred to as Techno - Commercial Part) and **Second Envelope** (also referred to as Price Part) shall comprise of the following documents:*

### **5.1 Hard Copy**

Hard copy of the bid shall comprise of following documents/ programmed file-Attachments to be submitted in sealed envelope, as part of First Envelope. **The envelope shall bear {the name of Tender, the Tender No. and the words ‘DO NOT OPEN BEFORE’ (due date & time)}.**

**Sh. Swapnil Gandhi  
Sr. Engineer (C&P)  
Solar Energy Corporation of India Limited  
6<sup>th</sup> Floor, Plate-B, NBCC Office Block Tower-2,  
East Kidwai Nagar, New Delhi-110023  
Telephone: 011-24666359/24666200**

**E mail: [contracts@seci.co.in](mailto:contracts@seci.co.in)/[swapnil.gandhi@seci.co.in](mailto:swapnil.gandhi@seci.co.in)**

- a. Original Non-Refundable Cost of Tender Document, if applicable
- b. 'Covering Letter' on Bidder's 'Letterhead' (in Original) clearly specifying the enclosed
- c. Power of Attorney for authorized signatory in non-judicial stamp paper (as per 'Form F-XII')
- d. Copy of Board Resolution
- e. The Passphrase to decrypt the relevant Bid-Parts (for both Techno-Commercial and Financial) in separate sealed envelopes before the start date and time of the Tender Opening Event (TOE)

**Bidder shall also upload the scanned copies of all the above mentioned original documents as Programmed File Attachments during online Bid Submission as a part of First envelope.**

**“Bidder should explicitly note that no hard copies are to be submitted as a part of Second envelope”.**

### **5.2 Soft Copy**

Online documents/Soft copy of the bid shall comprise of following documents to be uploaded on the ISN-ETS portal <https://www.bharat-electronictender.com> as per provisions therein.

- a. **As part of First Envelope**

DOCUMENTS LISTED BELOW ARE TO BE SUBMITTED IN ON-LINE MODE AS SOFT COPIES

- I. Covering Letter as per Format I.
- II. General particulars of the Bidder as per the Format II
- III. Contract Performance Security as per the Format III, if applicable
- IV. Financial Proposal as per Format V
- V. Schedule of Rate (SOR) / Price Bid as per Format VI
- VI. Technical Proposal as per Format VII
- VII. Annual reports along with a certification of turnover of last 03 years as per Format VIII\*
- VIII. No Deviation Confirmation as per Format IX
- IX. E Banking Mandate Form as per Format X
- X. Power of Attorney as per Format XII or Board Resolution as per format XI for such authorization.
- XI. Declaration Regarding Banning, Liquidation, Court Receivership etc. as per Format XIII
- XII. Copy of GST registration No, PAN Card and Income Tax Registration,
- XIII. An undertaking that the Bidder/agency has not been blacklisted by any Government Department/Autonomous bodies/any organization as on the date of submission of the bid.
- XIV. Duly attested documents in accordance with the "Qualifying Requirements (QR)" establishing the qualification

\*In case the audited annual accounts for the year previous Financial Year is not available with the bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years. MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets. *This must be the individual Company's turnover and not that of any group of Companies.* A summarized sheet of average turn over certified by a practicing CA/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

**The Technical Proposal shall not include any financial information relating to the Financial Proposal. The Bidder shall submit Bids in the given Format only.**

**b. As part of Second Envelope**

- I. The Electronic Form of the bid for Second Envelope (Price - Part), as available on the ISN-ETS portal, shall be duly filled. "Termed as ELECTRONIC FORM".
- II. Main Price Bid comprising as per Format-V (Financial Proposal) of the Price Schedule duly completed, sealed and signed/digitally signed shall be uploaded. "Termed as MAIN BID".

**6. Special Note on Security and Transparency of Bids**

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made *at various stages in Electronic Tender's*

software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted<sup>®</sup> functionality, the contents of both the 'Electronic Forms<sup>®</sup>' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g., I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

**CAUTION:** All bidders must fill Electronic Form for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Form and the corresponding Main-Bid.

**If any variation is noted between the price mentioned in the Electronic Form and the Main Bid (Refer Clause above for the definitions of Electronic Form and Main Bid), the price mentioned in the Main Bid shall prevail.**

**In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.**

***The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission and before the commencement of the Online TOE of Technical Bid.*** The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by the Employer.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to Employer in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

## **7. Other Instructions**

For further instructions, the Bidder/Agency should visit the home-page of the portal <https://www.bharat-electronictender.com>, and go to the User-Guidance Centre.

*The help information provided through 'ETS User-Guidance Centre' is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.*

**Important Note:** It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

## **8. Seven CRITICAL DO'S AND DON'TS FOR BIDDERS**

Specifically, for Supplier organizations, the following 'Seven KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on *ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'*. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization.
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) *has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents.*

**Note:** *Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.*

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc)
6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, Employer may ask for re-submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass-phrase immediately as requested by Employer, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD, if applicable shall be refunded. No request on this account shall be

entertained by Employer/ Owner.

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

**NOTE:**

**While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.**

**9. Content of Bid**

**Un-Priced Bid**

The Un-Priced Bid (i.e., Part I - Technical Bid, refer ITB of tender for details) to be uploaded using Link "TECHNICAL DOCUMENT". **Bidders are advised to not upload duly filled Schedule of Rates (SOR)/ Price Schedule (PS) at this link.**

Before the bid is uploaded, the bid comprising of all relevant documents mentioned in the tender document should be digitally signed in accordance with the Indian IT Act 2000. If any modifications are required to be made to a document thereafter the modified documents shall be again digitally signed before uploading.

Bidders are required to upload all Tender forms and supporting documents which form part of the bid/ tender in the Collaboration Folder (C-Folder) under tender document of e-tender portal.

Uploading the documents relevant to bid before the bid submission date and time is the sole responsibility of the bidder.

The complete bid (each page) shall be continuously numbered in sequence, from start till end i.e., 1, 2, 3... n. *The bid shall be uploaded along with proper index and indicating page numbers against each category of documents. A sample is suggested as under:*

Sub-folder in C-Folder	Documents	Page nos. (for ref.)
1. INDEX	Index	1 to a
2. TENDER DOC	Tender Document, Corrigendum etc.	a+1 to b
3. B.E.C	BEC documents (including order, completion/ execution certificate, balance sheet, etc.)	b+1 to c
4. UN-PRICED COMMERCIAL	Un-priced Commercial offer/bid	c+1 to d
5. EMD/POA	Scanned copy of EMD/POA	d+1 to e
6. FORMATS	Formats of tender duly filed-in, signed and stamped and other	e+1 to f
7. TENDER FEE	Scanned copy of Tender Fee/ Integrity Pact (I.P.)	f+1 to f
8. OTHERS	Any other document	g+1 to n

The above shall ensure that there are no missing documents and traceability of relevant section is ensured.

**Note:**

- i) Bidder may save/ store the bid documents in the PC/ Laptop before submitting the bid into in e-tender portal.
- ii) Bidder is required to fill up the price(s)/ rate(s) strictly in the Schedule of Rate (SOR)/ Price Schedule (PS) attached with the tender.

Inadvertently, if a document is uploaded in Collaboration Folder (C Folder) by the bidders, such document can be deleted by the bidder and can be replaced by a digitally signed new/ modified document prior to due date & time.

Un-priced techno-commercial bid document should be placed in the private area earmarked in the C-folder of Tender Document in e-tender portal.

**Price Bid**

The Price Bid (i.e., Part II - Price Bid, refer ITB for details) to be uploaded using Link given under ISN portals & and NOT using link "TECHNICAL DOCUMENT". **Bidders are advised not to upload any other documents and same shall be ignored.** For detailed instructions, refer tender document and instructions as given above.

Employer/ Owner shall not be responsible for any failure on the part of the bidder in submission of Priced Bid.

*Instructions mentioned under "PRICE BID [Online]" shall be applicable in case Bidders have been asked to quote their prices on-line directly in the ISN's e-tender portal in addition to uploading of scanned copy of SOR/ PS or only the on-line price submission in the portal, as the case may be.*

**10. Submission of documents**

Bidders are requested to upload small sized documents preferably (upto 10 MB) at a time to facilitate easy uploading into e-tender portal. Employer/ Owner shall not be responsible in case of failure of the bidder to upload documents/ bids within specified time of tender submission.

**11. Last date for submission of bids**

System does not allow for submission or modification of bids beyond the deadline for bid submission. However, if the bidder for some reason intends to change the bid already entered, he may change/ revise the same on or before the last date and time of *submission*. *The system time displayed on ISN's e-tender webpage shall be final and binding on the bidders for all purposes pertaining to various events of the subject tender and no other time shall be taken into cognizance.*

Bidders are advised in their own interest to ensure that bids are uploaded in e-tender system well before the closing date and time of bid.



## **12. Internet connectivity**

*If bidders are unable to access ISN's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option.*

# SECTION IV

# BID DATA SHEET

**BID DATA SHEETS (BDS)**

The following bid specific data for the Plant and Equipment to be procured shall amend and/ or supplement the provisions in the Section - III, Instruction to Bidders (ITB).

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	Tender Processing Fee (ITB clause 4.2)	<b><u>Replace the existing clause by following:</u></b>  <b>Not Applicable</b>
2.	Earnest Money Deposit (ITB clause 14)	<b><u>Replace the existing clause by following:</u></b>  <b>Not Applicable</b>
3.	Contract Performance Security (ITB clause 15)	<p><b><u>Replace the existing clause by following:</u></b></p> <p><b>15. <u>CONTRACT PERFORMANCE SECURITY</u></b></p> <p>15.1 <b>Against the contract of the project, within 30 (Thirty) days from the issuance of the Notification of Award/Work Order from SECI, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security as per Format attached and which shall be for INR 4,50,000 (INR Four Lakh Fifty Thousand only) and shall be valid up to 06 (Six) months from the date of issue of award.</b> The Contract Performance Security shall be in the <i>form of either Banker's Cheque or Demand Draft or Bank Guarantee or NEFT</i> and shall be in the currency of the Contract and will be issued in the name of the owner (Solar Energy Corporation of India Limited).</p> <p>Bank Guarantee towards Contract Performance Security shall be from any scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 500 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.</p> <p>The Contract Performance Security may also be submitted in <i>the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of "Solar Energy Corporation of India Limited"</i>.</p> <p>15.2 The Contract Performance Security has to cover the entire</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>contract value including extra works/ services also. As long as the Contract Performance Security submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the bidder should furnish additional Contract Performance Security on proportionate basis of the percentage for the additional amount in excess to the original contract value. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.</p> <p>15.3 Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Owner at its sole discretion may cancel the WO/NOA, in case Contract Performance Security is not submitted within 40 (Forty) days from issuance of WO/NOA. However, total project completion period shall remain same. Part Security shall not be accepted.</p> <p>15.4 If the bidder or their employees or the <i>bidder's</i> agents and representatives shall damage, break, deface or destroy any property belonging to the Employer or others during the execution of the Contract, the same shall be made good by the bidder at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other bidders and recover expenses from the bidder (for which the certificate of the Engineer-in-Charge shall be final).</p> <p>15.5 All compensation or other sums of money payable by the bidder to the Owner under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the bidder by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the bidder shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.</p>

**Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) Studies in  
Leh, UT Ladakh'**



Sl. No.	ITB Clause Ref. No.	Bid Data Details
		15.6 The Contract Performance Guarantee (CPG) submitted shall be released to the contractor without any interest not later than 90 days after the successful completion of the contract subject to the approval and acceptance by the owner (Solar Energy Corporation of India Limited).

# SECTION V

# QUALIFYING REQUIREMENTS

## **1. ELIGIBILITY CRITERIA**

Qualification of the bidder(s) will be based on their meeting the minimum eligibility criteria *specified below regarding the Bidder's General Standards, Technical Experience and Financial eligibility as demonstrated by the Bidder's responses in the corresponding Bid documents.*

### **1.1 GENERAL ELIGIBILITY CRITERIA**

- 1.1.1** The bidder should be an Indian company registered in India and may be a Group company or Holding Company or Subsidiary company of a company meeting the technical and financial eligibility requirement (s) as set forth in this section. Further, Government owned Enterprises registered and incorporated in India, Autonomous Bodies and Research Institutes are also allowed to participate in this tender. In case of Autonomous Bodies and Research Institutes, they should be incorporated in India under relevant act and the copies of proof of incorporation/registration shall be provided. However, the bidders against whom sanction/debarment/blacklisting for conducting business is imposed by Government of India, are not allowed to participate. The subsidiary of a foreign company, which is registered in India under Companies Act, 1956 or 2013 prior to the bid submission deadline, is eligible to participate.
- 1.1.2** In case of registered Companies, the copies of Certificate of Incorporation (Col), Article of Association (AoA), and Memorandum of Association (MoA) shall be provided along with the bid documents.
- 1.1.3** It shall be the sole responsibility of the bidder to inform Owner in case the bidder is debarred from bidding by any organisation. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
- 1.1.4** The Bidder should not be under any liquidation court receivership or similar proceedings on the due date of submission of bid.
- 1.1.5** Limited Liability Partnerships, Proprietorships, Partnerships, are not allowed to participate in the bidding process (either individually or in Joint Venture/ Consortium).
- 1.1.6** As the Proprietorships, Partnerships in any form are not allowed to participate in the tendering process, hence any such firm/entity having MSME status is also not eligible to participate in the bidding process (either individually or in Joint Venture/ Consortium).
- 1.1.7** Company/Institute *should not have been barred/ blacklisted for taking up "similar work" of EIA/SIA Study in any organisation.* It shall be the sole responsibility of the bidder to inform SECI in case the bidder is debarred from bidding by any organisation. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.

- 1.1.8 The Bidder (either individually or as a consortium or any of the participating members of the Consortium, if applicable) shall not have been debarred by Employer/ Owner/ Ministry of New & Renewable Energy (MNRE) or any other ministries and / or any other Government Department, Agencies or CPSUs from *future bidding due to “poor performance” or “corrupt and fraudulent practices”* or any other reason in the past
- 1.1.9 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid.
- 1.1.10 The Bidder should have valid PAN, GST registration.
- 1.1.11 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause no. 36" (*Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices*).
- 1.1.12 If the tender documents were issued inadvertently/ downloaded, offers submitted by such bidders shall not be considered for opening/ evaluation/ Award and will be returned to such bidders.
- 1.1.13 It is the sole responsibility of the Bidder to have informed SECI about any change in status of the declaration (if any) prior to award of contract, the same has to be informed promptly to Employer/ Owner by the bidder.

## 1.2 TECHNICAL ELIGIBILITY CRITERIA

- 1.2.1 The Bidder should have rendered satisfactory services and successfully executed *contracts of “Similar Works” in any of the last 07 (Seven) years. “Similar Works”* means the services rendered as service provider for EIA/SIA Study to the Govt./ Autonomous Bodies/ PSUs/ JVCs of PSUs/ Private organizations/ Companies/ Institutes/ MNCs.
- (Document Required: Proof of documentation conforming above experience details/Client work order/LOI/PO/Recommendation letter/ Successful Order execution confirmation from client side)
- 1.2.2 *The consultant must be an “Accredited EIA consultant” with MoEF&CC/NABET for infrastructure/ industry/ urban development sector (e.g., power, renewable energy, oil & gas, dams, irrigation, roads, railways, aviation, townships, public infrastructure like educational institutes or hospitals, large industries, etc.).*
- (Document Required: Document certifying Accreditation from MoEF/NABET)
- 1.2.3 Experience of at least 03 (Three) completed Consultancy Projects in last 07 (Seven) years in conducting ESIA, preparing an Environmental Management Plan (EMP)/Resettlement Action Plan (RAP)/ Indigenous Peoples Development Plan (IPDP) for infrastructure/ industry/ urban development sector (e.g., power, renewable



energy, oil & gas, dams, irrigation, roads, railways, aviation, townships, public infrastructure like educational institutes or hospitals, large industries, etc.).

(Document Required: Proof of documentation conforming above experience details/Client work order copies/ Recommendation letter/ Copy of final Environmental Clearance for all such Projects/ Successful Project completion confirmation from client side for all such Projects)

**1.2.4** Out of the similar works undertaken by the contractor, at least one of them should be for Central/State Government/Central/State Autonomous Bodies/Public Sector Undertaking.

**1.2.5** The Bidder should have office of their own in India and having their own operator and Supervisor in India. A self-certification on the letterhead of the Bidder (duly stamped and signed) indicating address and contact details of the concerned is to be submitted along with the bid.

**1.2.6** Bidder should have among its clients, central / state government departments / bodies, reputed institutes/centres or corporate in public/private sector, for whom they have been providing the similar services. Names and addresses of such clients along with details regarding nature, amount and period of the contracts should be furnished. Certificates from the clients in support of the requirements mentioned in clause 1.2.5 above regarding the quality, value, duration and brief details of service rendered shall also be furnished.

### **1.3 FINANCIAL ELIGIBILITY CRITERIA**

**1.3.1** The Minimum Average Annual Turnover (MAAT) of the bidder in the last three financial years (i.e., FY 2019-20, 2020-21 & 2021-22) should be INR **60,00,000 (Indian Rupees Sixty Lakhs only)**.

*\* MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g., sale of fixed assets. This must be the individual Company's turnover and not that of any group of Companies. A summarized sheet of average turnover, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts. In case of tender having the submission deadline up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial years being not available, the bidder has an option*

*to submit the audited financial results of three years immediately prior to relevant financial year. In case the bid submission deadline is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediately preceding three financial years.*

Financial data for latest last three audited financial years have to be submitted by the bidder in the attached Format in Forms & Formats of the tender document along

with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his/her stamp and signature.

**AND**

**1.3.2** *The net worth for the last financial year should be positive. "Net Worth" of the Bidder shall be calculated as per Company Act 2013.*

**AND**

**1.3.3** *The bidder should have a minimum Working Capital of **INR 37,50,000/- (Indian Rupees Thirty Seven Lakhs Fifty Thousand only)** as per the last audited financial statement. If the bidder's working capital is inadequate, the bidder should supplement this with a letter from the bidder's bank, having net worth not less than INR 500 Crores, confirming availability of the line of credit for more than or equal **INR 37,50,000/- (Indian Rupees Thirty Seven Lakhs Fifty Thousand only)** to meet the working Capital requirement of this particular Project.*

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

Non-compliance of any of the above conditions will result in technical disqualification of the party. Financial bid of the technically disqualified party(ies) will not be considered.

**Documentary Evidence for the following must be submitted, to support your eligibility**

- a) Documentary evidence including PO/ WO/ Completion Certificate/ Performance Certificate with Details of work orders indicating scope of assignment, name of client(s), value of assignment, date & year of award etc, along with relevant copies of contract/ work orders;
- b) Copies of relevant Certificates issued
- c) Copy of *Self-Certification on the bidder's letter head being not blacklisted /barred for taking up similar work in any organisation.*
- d) Certified copy of registration certificate.
- e) Documents showing proof of turnover during last 03 financial years.

Notwithstanding anything stated above, Employer/ Owner reserves the right to assess the bidder's capability and capacity to perform the contract should the circumstances warrant such assessment necessary in its overall interest. Bidder may have to produce originals of documents submitted to qualify against the package, which shall be returned after verification & shall not be retained by Employer/ Owner. Authenticity of documents submitted by bidders may also be verified by Employer/ Owner as deemed fit through its own sources.

**IN CASE ANY DOCUMENT BY A BIDDER IS FOUND TO BE FORGED OR FAKE, EMPLOYER/ OWNER RESERVES ITS RIGHT TO TAKE APPROPRIATE ACTIONS FOR SUCH MALPRACTICES INCLUDING FOREFEITURE OF EMD AND/ OR BANNING OF BUSINESS/ BLACKLISTING ETC.**

**1.4 JOINT VENTURE & CONSORTIUM CONDITIONS:**

In case the bid is submitted by a Joint venture (JV) or Consortium of two or more companies as partners, they must meet the following requirements: -

- 1.4.1** All the JV/Consortium partners/members of the JV/Consortium shall meet individually 100% of Technical Eligibility Conditions given at para 1.2 above.
- 1.4.2** There can be a maximum of 03 (Three) partners/members in a JV/Consortium. The Lead partner/member of the JV/Consortium shall meet individually not less than 50% of minimum Financial Eligibility Conditions (MAAT & Working Capital) given at para 1.3 above. However, all the JV/Consortium partners/members must meet collectively 100% Financial Eligibility Conditions given at para 1.3 above.
- 1.4.3** In the case of a joint venture/Consortium, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV/Consortium shall nominate the Lead partner/Member of the JV/Consortium who shall have the authority to conduct all business for and on behalf of any and all the members of the JV/Consortium during the Bidding process and, in the event the JV/Consortium is awarded the Contract, during contract execution
- 1.4.4** A firm that is a Bidder (either individually or as a JV/Consortium member) shall not participate as a Bidder or as JV/Consortium member in more than one Bid. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a Bidder as subcontractor in another Bid or of a firm as a subcontractor in more than one Bid.
- 1.4.5** The Bid Securing Declaration & Performance Security (In case of award) of a JV/Consortium shall be in the name of the JV/Consortium that submits the Bid. If the JV/Consortium has not been legally constituted into a legally enforceable JV/Consortium at the time of bidding, the Bid Securing Declaration shall be in the names of all the members of *the JV/Consortium & not in the name of "only lead bidder"*. *The Bid Securing Declaration shall be executed in the names of all the members of the JV/Consortium*
- 1.4.6** Similarly, in case of the award, the Performance Security, to be submitted by a JV/Consortium shall be in the name of the JV/Consortium that has been awarded the NOA/Contract Agreement. If the JV/Consortium has not been legally constituted into a legally enforceable JV/Consortium, the Performance Security shall be in the names of all the partners/members of *the JV/Consortium & not in the name of "only lead*

*bidder". The Performance Security Bank Guarantee shall be executed in the names of all the partners/members of the JV/Consortium.*

- 1.4.7** In the case that the Bidder is a JV/Consortium, the Bid shall be signed by the authorized representative of the Lead partner/member of the JV/Consortium on behalf of the JV/Consortium, and so as to be legally binding on all the partners/members as evidenced by a power of attorney signed by their legally authorized representatives.
- 1.4.8** The joint venture/Consortium agreement should indicate precisely the responsibility of all partners/members of JV/Consortium in respect of planning, design, manufacturing, supply, installation, commissioning and training. All members of JV/Consortium should have active participation in execution during the currency of the Contract. The composition or the constitution of the JV/Consortium shall not be varied/modified subsequently without prior approval of the Employer/Owner.
- 1.4.9** The Joint Venture/Consortium must collectively satisfy the Criteria of clauses 1.2 & 1.3 above for which purpose, the relevant figure of average annual turnover and liquid assets/ credit facilities for each of the partners of the JV/Consortium shall be added together to arrive at total eligibility of the Joint Venture/Consortium. The net worth of each Partner of JV/Consortium should be positive.
- 1.4.10** A Joint Venture (JV), may or may not be incorporated as a Registered Company.
- 1.4.11** A Joint Venture (JV), if incorporated as a Registered Company, is required to submit Bid Securing Declaration and Performance Security (In case of award) in the name of Joint Venture only.
- 1.4.12** A JV is required to submit Form of Undertaking by the JV Partners (Format-XIV) and Form of Power of Attorney (Format-XIVA) as per prescribed formats in Section- VIII (Sample Forms and Formats). A Consortium is required to submit Form of Undertaking by the Consortium Partners (Format-XV) and Form of Power of Attorney (Format-XVA) as per prescribed formats in Section- VIII (Sample Forms and Formats).
- 1.4.13** JV/ Consortium is also required to declare detailed scope of work to be executed by each partner/member of JV.
- 1.4.14** The Employer may assess the capacity and capability of the bidder, to ascertain that the bidder can successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall inter-alia include (i) *document verification*, (ii) *bidder's facilities visit*, (iii) *details of works executed*, works in hand, anticipated in future & the balance capacity available for the present scope of work, (iv) details of plant and machinery, testing facilities, design capabilities, manpower and financial resources, (v) details of quality systems in place, (vi) past experience and *performance*, (vii) *customer feedback*, (viii) *banker's feedback etc.*

**1.4.15** In order to avail the benefits of exemptions in JV/ Consortium, all the partners of JV/ Consortium must be MSME Vendors/ Developers registered under NSIC/ Udyog Aadhaar/DIC Category only.

**1.4.16** Employer/ Owner reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

# SECTION VI

# GENERAL CONDITIONS OF CONTRACT (GCC)

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## **[A] DEFINITIONS**

*In this “Tender Document” the following words and expression will have the meaning as herein defined where the context so admits:*

### **1. DEFINITION & ABBREVIATIONS**

In this TENDER (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.

1.1 **AFFILIATE** shall mean a company that either directly or indirectly

- a. controls or
- b. is controlled by or
- c. is under common control with

*A Bidding Company and “control” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.*

1.2 **APPROVED** shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.

1.3 **APPOINTING AUTHORITY** for the purpose of arbitration shall be the any person so designated by the Owner.

1.4 **ARBITRATOR** means the person or persons appointed by agreement between the owner and the Contractor to make a decision on or to settle any dispute or difference between the owner and the Contractor referred to him or her by the parties.

1.5 **BID** means the Techno Commercial and Price Bid submitted by the Bidder along with all documents/ credentials/ attachments/ annexure etc., in response to the Tender, in accordance with the terms and conditions hereof.

1.6 **BIDDER** means Bidding Company/ Expert submitting the Bid. Any reference to the Bidder includes Bidding Company/ Experts including its successors, executors and permitted assigns as the context may require.

1.7 **CHARTERED ACCOUNTANT** means a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

1.8 **COMPANY** means a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.

1.9 **CONTRACT** shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.



- 1.10 **CONTRACT DOCUMENTS** mean collectively the Limited Tender Documents, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the Limited Tender and acceptance thereof.
- 1.11 **CONTRACTOR/ SUCCESSFUL BIDDER** means the person or the persons, firm or Company or corporation whose tender has been accepted by the Owner and includes the Contractor's legal representatives his/ her successors and permitted assigns.
- 1.12 **CONTROLLING OFFICER** means the authorized Controlling Person/body of the contract from Human Resource P&A Department of designation not below the rank of General manager or as suitably appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner.
- 1.13 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.14 **EARNEST MONEY DEPOSIT (EMD)** means the unconditional and irrevocable Tender Security *in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee to be submitted* along with the Bid by the Bidder as prescribed in the Tender.
- 1.15 **ENGINEER/ ENGINEER-IN-CHARGE** shall mean the person designated from time to time by Solar Energy Corporation of India Limited/ Owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.
- 1.16 **EFFECTIVE DATE** means the date of issuance of Notification of Award/ Letter of Allocation from which the Time for Completion shall be determined.
- 1.17 **FINANCIAL BID/PRICE BID** means the price quotation submitted by the Service Provider for the complete Limited Tender scope of work as per the format provided under Schedule of Rates (SOR).
- 1.18 **NOTICE IN WRITING OR WRITTEN NOTICE** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.19 **WORK ORDER (WO)/ NOTIFICATION OF AWARD (NOA)** means the official notice issued vide Letter/ E-mail by the owner notifying the Contractor that his bid has been accepted.
- 1.20 **OFFICER IN CHARGE** means the authorized representative appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner.
- 1.21 **OWNER** means here in the context of this Tender Document as Solar Energy Corporation of India Limited, New Delhi shall include the legal successors or permitted assigns of the Owner.

1.22 **PARENT COMPANY** means a company that holds more than Fifty Percent (50%) of the paid-up equity capital directly or indirectly in the Bidding Company as the case may be.

1.23 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.

**TENDER** means the process whereby Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.

1.24 **WEEK** means a period of any consecutive seven days.

1.25 **WORKING DAY** means any day which is not declared to be holiday or rest day by the Owner.

## **[B] GENERAL INFORMATION**

### **2. INTERPRETATIONS**

2.1 Words comprising the singular shall include the plural & vice versa

2.2 An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.

2.3 A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

2.4 Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

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

### **3. APPLICATION**

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **4. BID LANGUAGE**

The bid prepared by the Service Provider, as well as all correspondence and documents relating to the Bid exchanged by the Service Provider and SECI, shall be written in English language only. Supporting documents and printed literature furnished by the Service Provider may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language duly certified by the Service Provider, in which case, for purposes of interpretation of the Bid, the translation shall govern.

**[C] GENERAL OBLIGATIONS**

**5. CONTRACT LIABILITY**

**Contractors' liability towards indemnity**

The successful bidder shall submit an indemnity bond, indemnifying SECI from the following, on a stamp paper of Rs. 100 duly signed by the authorized signatory within 30 working days from the date of work order, and before commencement of work at site:

- (i) Any third-party claims, civil or criminal complaints /liabilities, site mishaps, fire hazards and other accidents including death of any person/s or dispute and /or damages occurring or arising out of any mishaps at site due to his/his employee/representative fault or negligence.
- (ii) All claims, demands, actions, proceedings, losses, damages, liabilities, cost, charges, expenses or obligations that are occasioned to or may occasion to the Bidder as a result of nonpayment of any statutory dues levied/Taxes e.g. leviable on the Bidder or the Bidder committing breach of any of the rules, regulations, orders, directives, instructions that may be issued by any authority under the Central Government/State Govt. or any statute or law for the time being in force.
- (iii) Any damages, loss, death or expenses due to or resulting from any negligence or breach of duty on his/his employee/representative part.

**6. NON-DISCLOSURE**

The successful Bidder shall safeguard and keep the Confidential Information of SECI in confidence. The Bidder shall not, without the prior written consent of the owner (SECI), disclose Confidential Information to any person or entity except to Bidder's *employees, officers and* directors who have a need to know such Confidential Information for the Purpose and who are bound by the confidentiality obligations. The successful Bidder shall ensure that each of such employees, officers and directors are made aware of the nature of the confidential information and shall at all times remain liable for the wrongful disclosure by such persons. Further, the Bidder shall ensure not to disclose the Confidential Information to its affiliates, Holding Company/ Parents as well as Group Companies.

**7. SUCCESSFUL BIDDER INTEGRITY**

The Successful Bidder is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

**8. DEFAULT IN CONTRACTS OBLIGATION**

- 8.1 In case of any default or delay in performing any of the contract obligation, SECI reserves the right to forfeit the Performance Security/recover the actual damages/loss from the successful bidder but in any case, total liability of the Successful Bidder under this contract

shall not exceed total contract value/price.

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

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

## 9. FORCE MAJEURE

9.1 A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

- *Act of God, including, but not limited to lightning, fire not caused by Contractors' negligence and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, unprecedented flood, cyclone, typhoon or tornado within the territorial limits of India that would affect working at/ access to the work site;*
- Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, quarantine within or along the territorial limits of India;
- Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above.
- Break-out of any pandemic like situation that restricts movement of personnel within the territorial boundaries of India/ at the work site as per official orders issued by the Government of India/ state government/ UT administration / District Administration

### 9.2 Force Majeure Exclusions

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;
- Delay in the performance of any Contractor, sub-Contractor or their agents;
- Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;

- Strikes at the facilities of the Contractor / Affected Party;
- Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- *Non-performance caused by, or connected with, the Affected Party's:*
- Negligent or intentional acts, errors or omissions;
- Failure to comply with an Indian Law; or
- Breach of, or default under this Contract Agreement.
- Normal rainy seasons and monsoon
- Any Transport strikes not directly affecting the delivery of goods from manufacturer to site

9.3 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during the period which the Force Majeure clause last.

9.4 Upon occurrence of such causes, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 7 (Seven) Days of the alleged beginning thereof giving full particulars and satisfactory evidence in support of its claim. Further, within 14 (Fourteen) days, the Contractor will furnish a detailed Contingency Plan to overcome the effects of the incident and bring the project on its schedule after cessation of the effect of Force Majeure.

9.5 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

9.6 Time for Performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such Force Majeure clause lasts.

9.7 If works are suspended by Force Majeure conditions lasting for more than two months, the Employer/Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.

9.8 The Contractor will not be entitled to claim any compensation for Force Majeure conditions and shall take appropriate steps to ensure its men and materials utilized by it under the Contract.

## **10. RISK PURCHASE CLAUSE**

In case the contractor is not able, in the judgment of SECI, to maintain satisfactory work progress and it appears that he will not be able to render the services within the time schedule and achieve the target completion date, SECI shall be at liberty to either:

- a) Continue as per the Work Order with due liquidated damages (if applicable) for late delivery.
- or
- b) Engage any other contractor, parallel to existing contractor, to complete part of the balance order at the risk and cost of the existing contractor.
- or

- c) Cancel the Work Order and get the balance work done from third party at the risk and cost of the existing contractor.

## **11. TERMINATION OF CONTRACT**

### **11.1 Termination for Non-Performance and Subsequently Putting the Contractor/Agency on Banning List**

In case of termination of Contract herein except under conditions of termination after expiry of contract, the Contractor shall be put under Banning List [i.e. neither any enquiry will be issued to the contractor by Employer/ Owner against any type of tender nor their offer will be considered by Employer/ Owner against any ongoing tender(s) where contract between Employer/ Owner and that particular Contractor (as a bidder) has not been finalized] for a period as decided by the Employer/ Owner to such Contractor.

Banning period shall be reckoned from the date of banning order and shall be for a period as may be decided by the Employer/ Owner based on specific case basis. However, minimum banning shall be for 06 (Six) months from the date of banning order.

### **11.2 Termination for Insolvency**

SECI may at any time terminate the Contract by giving written notice to the Successful Bidder if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SECI.

### **11.3 Termination for Convenience**

SECI, by written notice sent to the Successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for SECI's convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

## **[D] APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

### **12. Arbitration**

Normally all disputes should be settled by negotiations between the Owner and the concerned parties.

In case any dispute / difference is not settled through negotiations, the respective parties can seek remedy through Arbitration only by invoking the same within 120 days of raising of dispute. No disputes shall be referred to civil courts other than through Arbitration.

The issues/ disputes which cannot be mutually resolved through negotiations within the time stipulated above, all such disputes shall be referred to arbitration by Sole Arbitrator.

Owner shall suggest a panel of three independent and distinguished persons to the Contractor/ Supplier (as the case may be) to select any one among them to act as the Sole Arbitrator. In the

event of failure of the other parties to select the Sole Arbitrator within 30 (Thirty) Days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and Owner shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Owner on the appointment of the sole arbitrator shall be final and binding on the parties. The award of sole arbitrator shall be final and binding on the parties and unless directed/ awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties.

The Arbitration proceedings shall be in English language and venue shall be the State of the Owner as specified in the BDS/SCC. Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of the Owner as specified in the BDS/SCC.

Above mentioned Arbitration clause will be applicable for the Disputes where the amount of claim is less than or equal to INR 1Crore (Indian Rupees One Crore only). For the cases of disputes where the amount of claim is more than INR 1 Crore (Indian Rupees One Crore), such disputes will be settled through commercial Courts established under the Commercial Courts, Commercial Division and Commercial Appellate divisions of High Courts act, 2015. Before going to the commercial court for settlement, such disputes be first referred to conciliation for settlement and in case of failure in conciliation, disputes be referred to the commercial courts for adjudication. In cases of funded packages, the aforesaid changes shall be implemented after concurrence of the funding agency.

*FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:*

In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government.

If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time.

The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.

### **13. Jurisdiction**

The Contract shall be governed by and constructed according to the laws in force in INDIA. The *Contractor hereby submits to the jurisdiction of the Courts situated at "State of the Owner of the Project as defined in the BDS/SCC" for the purposes of disputes, actions and*

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*proceedings arising out of the Contract, the courts at “State of the Owner of the Project” only will have the jurisdiction to hear and decide such disputed, actions and proceedings.*



## SECTION VII

# SPECIAL CONDITIONS OF CONTRACT (SCC)

## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding Clause number(s) of the GCC is/are indicated in parentheses.

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
1.	Definitions (GCC clause 1)	<p><b>The Employer is:</b></p> <p><b>Solar Energy Corporation of India Limited,</b> 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India</p> <p>Kind Attn.: AGM (C&amp;P) / Sr Manager (C&amp;P) Telephone Nos.: - 0091-(0)11-24666220/ 24666231 Fax No.: - 0091-(0)11-24666220 E-mail: - <a href="mailto:contracts@seci.co.in">contracts@seci.co.in</a></p>
2.	Liquidity damages (GCC clause 14)	<p><b><u>Add following to the existing clause:</u></b></p> <p><b>14. LIQUIDITY DAMAGES</b></p> <p>14.1 Subject to Force Majeure Clause 9, any delay beyond 30 (Thirty) days after the scheduled completion period shall attract the Owner a sum equivalent to half percent (0.5%) per week of the Contract Price for the whole of the facilities as liquidated damages for such default and not as a penalty, <i>without prejudice to the Owner's other remedies</i> under the Contract subject to the maximum limit of five percent (05%) of Contract Price for the whole of the facilities.</p> <p>14.2 The Owner shall at its sole discretion upon reaching the maximum LD limit , as an alternative to the Liquidated Damages at its option, get work executed from elsewhere at the risk and cost of the Contractor irrespective of the fact whether the scope of Contract is identical to the original scope of Contract and in case the Owner chooses the alternative course as mentioned, it will be entitled to recover compensation/ damages from the Contractor irrespective of maximum limit prescribed under Clause 14.1.</p> <p>14.3 The Owner may by giving (01) one-month notice to the Contractor cancel the Contract <i>without prejudice to the Owner's right under</i> Clauses 14.1 and 14.2 or any other provisions contained in the Contract to determine the Contract and claim damages from the Contractor.</p>
3.	Payment terms	<b><u>Add following to the existing clause:</u></b>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions
	(GCC clause 15)	<p align="center"><b>15. PAYMENT TERMS</b></p> <p>15.1 Payment due to the Contractor/Agency shall be made by the Owner by mode of e-Banking. In all cases, the Contractor/Agency shall present his bill duly pre-receipted on proper revenue stamp &amp; payment shall be made in Indian Currency only. The invoice shall be raised in favour of <i>“Solar Energy Corporation of India Limited”</i>.</p> <p>15.2 Payment will be made according to the actual executed quantities w.r.t. the Schedule of Rates (SOR)/Price bid attached in Format-VI only.</p> <p>15.3 Upon achievement of milestones, invoices should be submitted with supporting documents for certification by the Engineer-in-Charge from SECI.</p> <p>15.4 Payment shall be released by SECI within 30 days from receiving the certified invoice.</p> <p>15.5 All travel/transport and lodging arrangements for their personnel, including arrangement of any travel permits, are in the scope of the bidder.</p> <p>15.6 In general, payment of final bill shall be made to Contractor/Agency within 30 days of the submission of bill, after completion of all the obligations under the Contract against the final completion.</p> <p>15.7 Receipt for payment made on account of work when executed by a company, must be signed by a person holding due power of attorney in this respect on behalf of the Contractor/Agency, except when the Contractor/Agency's are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.</p> <p><u>Notes:</u></p> <ul style="list-style-type: none"> <li>i. Payment shall be made against submission of Original Invoice subject to verification &amp; acceptance by SECI and no advance payment will be allowed.</li> <li>ii. <i>All the payment shall be released from Owner's Head Office, SECI, New Delhi, upon submission of Original Documents as mentioned.</i></li> <li>iii. Bidder/Agency must quote the price in enclosed price formats only. The formats shall not be changed and/ or retyped. For any deviation to the Financial Proposal format, proposal is</li> </ul>

SCC No.	GCC Clause Ref. No. (If Applicable)	Details/ Description/ Special Conditions																		
		<p>liable for rejection.</p> <p>iv. Any variation or change in the quantity of the work shall be paid only after the confirmation from SECI official in written.</p> <p>v. Payment will be released through RTGS/NEFT/IMPS in the name of Bidder/Agency after statutory deductions (if any).</p> <table border="1" data-bbox="523 589 1442 777"> <thead> <tr> <th data-bbox="523 589 890 622">Payment Eligibility</th> <th data-bbox="890 589 1442 622">Milestone</th> </tr> </thead> <tbody> <tr> <td data-bbox="523 622 890 736">50% of total payment</td> <td data-bbox="890 622 1442 736">On submission of draft reports and acceptance of same for submission of final reports</td> </tr> <tr> <td data-bbox="523 736 890 777">50% of total payment</td> <td data-bbox="890 736 1442 777">On submission of final reports</td> </tr> </tbody> </table>	Payment Eligibility	Milestone	50% of total payment	On submission of draft reports and acceptance of same for submission of final reports	50% of total payment	On submission of final reports												
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4.		<p align="center"><b><u>Project Timeline:</u></b></p> <table border="1" data-bbox="523 925 1310 1155"> <thead> <tr> <th data-bbox="523 925 639 958">Sl. No.</th> <th data-bbox="639 925 1110 958">Event</th> <th data-bbox="1110 925 1310 958">Timeline</th> </tr> </thead> <tbody> <tr> <td data-bbox="523 958 639 992">1</td> <td data-bbox="639 958 1110 992">Acceptance of letter of award (LoA)</td> <td data-bbox="1110 958 1310 992">Zero Date (Z)</td> </tr> <tr> <td data-bbox="523 992 639 1025">2</td> <td data-bbox="639 992 1110 1025">Team mobilization</td> <td data-bbox="1110 992 1310 1025">Z + 10 days</td> </tr> <tr> <td data-bbox="523 1025 639 1059">3</td> <td data-bbox="639 1025 1110 1059">Field work</td> <td data-bbox="1110 1025 1310 1059">Z + 45 days</td> </tr> <tr> <td data-bbox="523 1059 639 1093">4</td> <td data-bbox="639 1059 1110 1093">Draft ESIA Report</td> <td data-bbox="1110 1059 1310 1093">Z + 75 days</td> </tr> <tr> <td data-bbox="523 1093 639 1155">5</td> <td data-bbox="639 1093 1110 1155">Final ESIA Report</td> <td data-bbox="1110 1093 1310 1155">Z + 90 days</td> </tr> </tbody> </table> <p>Note: The above mentioned project timelines are subject to fair weather working conditions having a clear working window available.</p>	Sl. No.	Event	Timeline	1	Acceptance of letter of award (LoA)	Zero Date (Z)	2	Team mobilization	Z + 10 days	3	Field work	Z + 45 days	4	Draft ESIA Report	Z + 75 days	5	Final ESIA Report	Z + 90 days
Sl. No.	Event	Timeline																		
1	Acceptance of letter of award (LoA)	Zero Date (Z)																		
2	Team mobilization	Z + 10 days																		
3	Field work	Z + 45 days																		
4	Draft ESIA Report	Z + 75 days																		
5	Final ESIA Report	Z + 90 days																		

# SECTION VIII

# FORMS & FORMATS

<b><u>LIST OF FORMS &amp; FORMAT</u></b>	
<b>Form No.</b>	<b>Description</b>
Format-I	COVERING LETTER
Format-II	GENERAL PARTICULARS OF THE BIDDER/AGENCY
Format-III	FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY
Format-IV	FORMAT FOR EARNEST MONEY DEPOSIT <b>(Not Applicable)</b>
Format-V	FINANCIAL PROPOSAL
Format-VI	SCHEDULE OF RATES (SOR)/PRICE BID
Format-VII	TECHNICAL PROPOSAL
Format-VIII	FORMAT FOR TURNOVER FOR LAST 03 (THREE) FINANCIAL YEARS
Format-IX	"NO DEVIATION" CONFIRMATION
Format-X	E-BANKING MANDATE FORM
Format-XI	FORMAT FOR BOARD RESOLUTIONS
Format-XII	FORMAT FOR POWER OF ATTORNEY
Format-XIII	DECLARATION REGARDING BANNING, LIQUIDATION, COURT RECEIVERSHIP ETC.
<b>LIST OF BANKS</b>	

**Format-I**

**Covering Letter**

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

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

Reference No: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name and address of Bidding Company)

Tel.#:

Fax#:

E-mail address#

To

**Solar Energy Corporation of India Limited  
6th Floor, Plate-B, NBCC Office Block Tower- 2  
East Kidwai Nagar, New Delhi- 110023**

Sub: Response to Bid Document-----dated ----- for Bid document for  
..... at SECI.

Dear Sir,

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

1. *We give our unconditional acceptance to the Bid Document, dated ..... [Insert date in dd/mm/yyyy],* issued by SECI. In token of our acceptance to the Bid Document, the same have been initialled by us and enclosed with the response to bid Document.
2. We have submitted our response strictly as per (Forms & Formats) of this Bid, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
3. We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the bid Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
4. Familiarity with Relevant Indian Laws & Regulations:  
We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Bid Document, in the event of our selection as Successful Bidder.
5. We are enclosing herewith our response to the bid Document with formats duly signed as desired by you in the Bid Document for your consideration.

6. It is confirmed that our response to the Bid Document is consistent with all the requirements of submission as stated in the Bid Document and subsequent communications from SECI.
7. The information submitted in our response to the Bid Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Bid Document.
8. We hereby declare that our company has not been debarred / black listed by any Central/State Govt. Ministry or Department/Public Sector company/Government autonomous body.
9. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of one hundred eighty (180) days from the date of opening of limited tender.

10. Contact Person

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

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

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

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

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)



**Format-II**

**GENERAL PARTICULARS OF THE BIDDER/AGENCY**

Name of the Consulting Bidder/Agency/Firm (In case of JV/ Consortium, name of all the members to be indicated and lead member to be identified)	
Registered Office Address	
Address of the Bidder	
E-mail	
Web site	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
Year of Incorporation	
Have the Bidder/Company ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.	
Bank Details (Name, Account No, IFSC Code)	
PAN No	
Whether the bidder/company is having any conflict of interest from participating in the proposed empanelment	<b>Yes</b> <b>No</b>
GST ID (Proof to be submitted – GST No acknowledgement OR Email from Gol)	
GSTN Address	

(Signature of Authorized Signatory)

**Format-III**

**FORMAT FOR CONTRACT PERFORMANCE BANK SECURITY**

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the issuing Bank)*

Bank Guarantee No.: .....

Date: .....

WO/ Contract No.....

..... *[Name of Contract]* .....

To:

Solar Energy Corporation of India Limited  
(A Government of India Enterprise) 6th Floor, Plate-B, NBCC Office Block Tower- 2, East  
Kidwai Nagar, New Delhi- 110023

Dear Sir / Madam,

We refer to the Contract ("the Contract") signed on .....*(insert date of the Contract)* .....  
between you and M/s ..... *(Name of Vendor)* .....,

(or)

*vide notification of award issued on ..... (insert date of the notification of award) ... by you to  
M/s ..... (Name of Vendor) ..... having its Principal place of business at .....  
(Address of Vendor) ..... and Registered Office at ..... (Registered  
address of Vendor) ..... ("the Vendor")  
concerning ..... (Indicate brief scope of work) ..... for the  
complete execution of the ..... (insert name of Package along with name of the Project) .....*

*By this Bank Guarantee, we, the undersigned, ..... (insert name & address of the issuing  
bank) ....., a Bank (which expression shall include its successors, administrators, executors  
and assigns) organized under the laws of ..... and having its Registered/  
Head Office at ..... (insert address of registered office of the bank) ..... do hereby  
irrevocably guarantee payment to you up to .....*(insert amount of PBG in figures &  
words)* ..... upto and inclusive of .....  
(dd/mm/yy).*

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We undertake to make payment under this Bank Guarantee upon receipt by us of your first written demand signed by your duly authorized officer or authorized officer of the Owner declaring the Vendor to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Vendor to dispute or question such demand.

Our liability under this Bank Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Bank Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Bank Guarantee shall remain in full force and shall be valid from the date of issuance upto *and inclusive of* ..... (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s Solar Energy Corporation of India Limited on whose behalf this Bank Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Bank Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Bidder, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (value in figures) \_\_\_\_\_ [ \_\_\_\_\_ (value in words) \_\_\_\_\_].
2. This Bank Guarantee shall be valid upto \_\_\_\_\_ (validity date) \_\_\_\_\_.

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3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_ (validity date) \_\_\_\_\_.”

For and on behalf of the Bank  
[Signature of the authorised signatory(ies)]

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

POA Number\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_ Mobile\_\_\_\_\_

Fax Number\_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank\_\_\_\_\_

**Witness:**

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_ Mobile\_\_\_\_\_

email \_\_\_\_\_

**Note:**

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of *appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'*.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

*“This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded.”*

**Format-IV**

**(Not Applicable)**

**Format-V**

**FINANCIAL PROPOSAL**  
**(On Bidder's letter head)**

NIT.No. \_\_\_\_\_

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

From: \_\_\_\_\_ (*Insert name and address of Company/Vendor/Bidder/Agency*)

\_\_\_\_\_

Tel.#: \_\_\_\_\_

Fax#: \_\_\_\_\_

E-mail address# \_\_\_\_\_

**Solar Energy Corporation of India Limited  
6th Floor, Plate-B, NBCC Office Block Tower- 2  
East Kidwai Nagar, New Delhi- 110023**

Sub: Response to NIT no. **SECI/C&P/IPP/17/0003/22-23** dated \_\_\_\_\_ for: **Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) Studies in Leh, UT Ladakh.**

Dear Sir/ Madam,

I/ We, \_\_\_\_\_ (*Insert Name of the Company/Vendor/Agency*) enclose herewith the Financial Proposal for selection of my/our firm/Vendor/Agency for \_\_\_\_\_.

I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to this document.

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

Thanking you,  
We remain,  
Yours faithfully

Name  
Designation

Seal and Signature of Authorized Person

**SCHEDULE OF RATES (SOR)/PRICE BID**

S. No.	Items	UoM	Rate/UoM (in INR)	Quantity (Sq. km)	Total Price (INR)
1	Lumpsum price for ESIA study (including SIA study, EIA study, SoW components, TA/DA, lodging, travelling, draft and final report preparation and submission, etc.)	Sq. km		250	
2	GST (%)				
3	Total Price including GST (Evaluated Bid Value i.e., EBV) (INR)				

Additional site visit, if required to be performed on instruction from Employer/ Owner, including transport, accommodation and living expenses to Ladakh/sites.  Note: This item is applicable only when SECI requests for any special visit to Leh/ other relevant places.	Man day				
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**NOTE**

- a) **The bid will be evaluated on Total price including GST (EBV) (INR) of S. No. 3 of the SOR/price bid format above.**
- b) *The figure provided under the column "Quantity (sq. km)" is tentative. The final payment will be based on the actual quantity of area surveyed as certified by the Engineer-in-Charge from SECI multiplied by the unit rate quoted.*
- c) The bidder shall quote for all items as mentioned in the above SOR. If any item is not quoted for, it will be presumed that the prices for same are included within the quoted figures.
- d) The bidder has to quote in the prescribed price bid format only. Quoting in any other manner will summarily be liable for rejection.
- e) Tender with over written or erased, illegible rate or rates not shown in figures and words will be liable for rejection.
- f) The offer should be valid for a period of 180 days from the date of opening of tender, failing which the Limited tender will be liable for rejection.



- g) All Goods & Service Tax (GST) components [applicable for both Centre and state] payable by the Contractor under the Contract, or for any other cause, shall be mentioned as per the Price bid format mentioned.
- h) Prices quoted by the Bidder, shall remain FIRM and Fixed and valid until completion of the Contract and will not be subject to variation on any account. Bidder shall quote Service charge for all the work as per the Scope of work and Specifications as defined under this document.**
- i) In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties column of the price bid format.
- j) Payment will be made as mentioned in the payment terms.
- k) Variation in taxes, duties, levies etc. after award of job but within the Time schedule as mentioned in Limited Tender shall be to the account of SECI. Any variation in taxes, duties, *levies etc. beyond Time schedule shall be to BIDDER's account.* In case of statutory variation in GST during currency of the Contract, the Contractor shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the date of submission of Bid and on the date of revision. Claim for payment of GST / Statutory variation in GST, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST, otherwise claim in respect of above shall not be entertained for payment of arrears.
- l) Bidder confirms that he has noted the contents of the Preamble to the Schedule of Rates, Schedule of Rate, Bid Document and quoted his Prices accordingly without any deviation

**Format-VII**

**TECHNICAL PROPOSAL**  
***(Please fill all the information)***

S. No.	PARTICULARS	(To be filled by the bidder)	
1	Total Experience of the Consulting Agency in providing ESIA studies and other services as on the last date of bid submission.	<b>No. of years</b>	
2	Experience of the Consulting Agency in providing ESIA studies and other services to the Govt./ Autonomous Bodies/ PSUs/JVCs of PSUs/Private Organizations/ Companies / Institutes / MNCs as Service provider.	<b>Number of Organisations</b>	
3	Experience of the Consulting Agency in providing ESIA studies and other services to the Govt./ Autonomous Bodies/ PSUs/JVCs of PSUs/ as Service provider.	<b>Number of Organisations</b>	

**Note:**

Prospective Bidders are requested to submit the necessary Documentary evidence including PO/WO/Completion Certificate/ Performance Certificate with Details of work orders indicating scope of assignment, name of client(s), value of assignment, date & year of award etc, along with relevant copies of contract/ work orders.

**Format-VIII**

**FORMAT OF CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY  
OF THE BIDDER  
(To be submitted on the Letter Head of the Chartered Accountant)**

Ref. No. \_\_\_\_\_

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

To

Solar Energy Corporation of India Limited  
(A Government of India Enterprise) 6th Floor, Plate-B, NBCC Office Block Tower- 2, East  
Kidwai Nagar, New Delhi- 110023

Sub: *Bid for "Hiring of Consulting Agency for Environmental and Social Impact Assessment  
(ESIA) Studies in Leh, UT Ladakh".*

Dear Sir / Madam,

We have verified the Annual Accounts and other relevant records of  
M/s..... (Name of the bidder) and certify the following

Further, we certify that the Financially Evaluated Entity (ies) had an Annual Turnover

**A. ANNUAL TURNOVER OF LAST 3 YEARS:**

(i.e., 3 preceding financial years)

S. No.	Financial Year	Turnover	Remarks
1	2019-20		
2	2020-21		
3	2021-22		

**And**

*Net worth (strike out whichever is not applicable) of INR.....Crore computed as per  
instructions provided in this tender based on unconsolidated audited annual accounts as per  
last FY.*

**B. FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR:**

<b>Description</b>	<b>Year _____</b>
	<b>Amount (Currency)</b>
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

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

Copy of audited balance sheet(s) for last 3 Financial Years ending on 31<sup>st</sup> March 2021/2022 as may be applicable.

Date:

Signature of Chartered

Seal and Signature of Bidder

Accountant with Seal

Witnesses:

**Format-IX**

**"NO DEVIATION" CONFIRMATION**

To,

M/s SOLAR ENERGY COPORATION OF INDIA LIMITED

---

SUB:

DOCUMENT NO:

**Dear Sir,**

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**FORMAT -X**

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

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

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

(Signature of Vendor/Bidder/Agency/customer)

**FORMAT FOR BOARD RESOLUTIONS**

**(To be submitted on the Letter Head of the Bidding Company)**

*The Board, after discussion, at the duly convened Meeting on ..... [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:*

**1. RESOLVED THAT** *Mr./Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the “Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) Studies in Leh, UT Ladakh” including signing and submission of all documents and providing information/ response to bid of Solar Energy Corporation of India Limited (SECI), representing us in all matters before SECI, and generally dealing with SECI in all matters in connection with our bid for the said Project.*

**Certified True Copy**

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**(Signature, Name and Stamp of Director/Company Secretary)**

**Notes:**

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions follow the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

**Format-XII**

**POWER OF ATTORNEY**

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

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

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

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

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

**Signed by the within named**

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

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

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

**Accepted** .....

Signature of Attorney

(Name, designation and address of the Attorney)

**Attested**

.....

**(Signature of the executant)**

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



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

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

**WITNESS**

1. ....

**(Signature)**

**Name.....**

**Designation .....**

2. ....

**(Signature)**

**Name.....**

**Designation .....**

**Notes:**

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

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

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

**Format-XIII**

**DECLARATION REGARDING BANNING, LIQUIDATION, COURT RECEIVERSHIP ETC.  
(To be submitted on the Letter Head of the Bidding Company)**

To,

M/s SOLAR ENERGY COPRORATION OF INDIA LIMITED

---

SUB:

BID NO:

**Sub: Bid for "Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) Studies in Leh, UT Ladakh".**

Dear Sir / Madam,

We hereby confirm that we are not on Banning List by Owner or Public Sector Project *Management due to "poor performance" or "corrupt and fraudulent practices" or any other reason* or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of Owner or the Ministry of New & Renewable Energy.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

In case it comes to the notice of Owner that we have given wrong declaration in this regard, the *same shall be dealt as 'fraudulent practices'* and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to Owner by us.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**FORMAT FOR JOINT VENTURE AGREEMENT**

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the Joint Venture)*

*THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by ..... a company incorporated under the laws of ..... and having its Registered Office at .....(hereinafter called the "Party No.1" which expression shall include its successors & executors) and M/s.....a company incorporated under the laws of ..... and having its Registered Office at ..... (Hereinafter called the "Party No.2" which expression shall include its successors & executors) and M/s..... a Company incorporated under the laws of ..... and having its Registered Office at ..... (Hereinafter called the "Party No.3" which expression shall include its successors & executors) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Tender No..... for ..... (insert name of the package along with project name) ..... of Solar Energy Corporation of India Limited a Company incorporated under the Companies Act of 2013 having its registered office at 6th Floor, Plate-B, NBCC Office Block Tower- 2, East Kidwai Nagar, New Delhi-110023 (hereinafter called the "Employer").*

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above-mentioned Specification for the design, manufacture, supply, erection, testing and commissioning including O & M of *Equipment/ Materials stipulated in the Tender Documents under ..... (insert name of the package alongwith project name) .....*

AND WHEREAS BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Section-V of the Tender Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria Section-V of the Tender Document, as applicable may bid, provided, the Joint Venture fulfills all other requirements under Qualification Criteria in Section-V and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract Performance Security will be as per the format Format-III enclosed with the Tender Documents without any restrictions or liability for either party.

*AND WHEREAS the bid is being submitted to the Employer vide proposal No..... dated ..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Section-V, has been signed by all the parties.*

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(ies) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(ies) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/ obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix - I (to be suitably appended by the Parties along with this Undertaking in its bid) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance Security from a bank in favour of the Employer in the currency/ currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions,

**Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) Studies in  
Leh, UT Ladakh'**



whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS, WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

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

For Lead Partner (Party No.-1)  
For and on behalf of M/s  
.....

Name .....

*Designation* .....

*Signature* .....

(Signature of the authorized  
representative)

WITNESS:

I. ....

II. ....

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

For Party No.-2  
For and on behalf of  
M/s.....

Name .....

*Designation* .....

*Signature* .....

(Signature of the authorized  
representative)

WITNESS:

I. ....

II. ....

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

For Party No.-3  
For and on behalf of M/s.  
.....

Name .....

**Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) Studies in  
Leh, UT Ladakh'**



Designation .....

(Signature of the authorized  
representative)

Signature .....

WITNESS:

I. ....

II. ....

**Note:**

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

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

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the Joint Venture)*

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder ..... have formed a Joint Venture under the laws of ..... and having our Registered Office(s)/ Head Office(s) 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 Partner in-charge do hereby constitute, nominate and appoint 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 "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Tender No..... Package ..... the bids for which have been invited by Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower- 2, East Kidwai Nagar, New Delhi-110023 (hereinafter called the 'Employer') to undertake the following acts:

- 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".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/ Authorised Representatives/ Partner in-charge quotes in the bid, negotiates and signs the Contract with the 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, THEREOF the Partners 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  
Partners of Joint Venture

**Hiring of Consulting Agency for Environmental and Social Impact Assessment (ESIA) Studies in  
Leh, UT Ladakh'**



.....  
.....  
.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

**WITNESS**

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

**Note:**

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.



**FORMAT FOR CONSORTIUM AGREEMENT**

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the Consortium)*

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by ..... a company incorporated under the laws of ..... and having its Registered Office at .....(hereinafter called the "Party No.1" which expression shall include its successors & executors) and M/s.....a company incorporated under the laws of ..... and having its Registered Office at ..... (Hereinafter called the "Party No.2" which expression shall include its successors & executors) and M/s.. . . . . a Company incorporated under the laws of ..... and having its Registered Office at ..... (Hereinafter called the "Party No.3" which expression shall include its successors & executors) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Tender No..... for ..... (insert name of the package along with project name) ..... of Solar Energy Corporation of India Limited a Company incorporated under the Companies Act of 2013 having its registered office at 6th Floor, Plate-B, NBCC Office Block Tower- 2, East Kidwai Nagar, New Delhi-110023 (hereinafter called the "Employer").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above-mentioned Specification for the design, manufacture, supply, erection, testing and commissioning including O & M of Equipment/ Materials stipulated in the Tender Documents under ..... (insert name of the package along with project name) .....

AND WHEREAS BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Section-V of the Tender Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Section-V, as applicable may bid, provided, the Consortium fulfills all other requirements under Qualification Criteria in Section-V and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Consortium, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract Performance Security will be as per the Format-III enclosed with the Tender Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No..... dated ..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Section-V, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Consortium Partners, *we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner* and further declare and confirm that we the parties to the Consortium shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Consortium, the party(ies) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(ies) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/ obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix - I (*to be suitably appended by the Parties along with this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Consortium for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Consortium, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract Performance Security from a bank in favour of the Employer in the currency/ currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions,

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whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS, WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

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

For Lead Partner (Party No.-1)  
For and on behalf of M/s  
.....

*Name* .....

*Designation* .....

*Signature* .....

(Signature of the authorized  
representative)

WITNESS:

*I.* .....

*II.* .....

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

For Party No.-2  
For and on behalf of  
M/s.....

*Name* .....

*Designation* .....

*Signature* .....

(Signature of the authorized  
representative)

WITNESS:

*I.* .....

*II.* .....

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

For Party No.-3  
For and on behalf of M/s.  
.....

*Name* .....

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Designation .....

(Signature of the authorized  
representative)

Signature .....

WITNESS:

I. ....

II. ....

**Note:**

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Consortium.
2. The Undertaking shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

**Format-XVA**

**FORMAT FOR POWER OF ATTORNEY OF CONSORTIUM AGREEMENT**

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the Consortium)*

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder ..... have formed a Consortium under the laws of ..... and having our Registered Office(s)/ Head Office(s) at ..... (Hereinafter called the 'Consortium' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s ..... being the Partner in-charge do hereby constitute, nominate and appoint 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 "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Consortium in regard to Tender No..... Package ..... the bids for which have been invited by Solar Energy Corporation of India Limited, 6th Floor, Plate-B, NBCC Office Block Tower- 2, East Kidwai Nagar, New Delhi-110023 (hereinafter called the 'Employer') to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Consortium".
- 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 "Consortium".
- 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 "Consortium".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Consortium hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/ Authorized Representatives/ Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of the Consortium by virtue of this Power of Attorney and the same shall bind the Consortium as if done by itself.

IN WITNESS, THEREOF the Partners Constituting the Consortium as aforesaid have *executed these presents on this ..... day of ..... under the Common Seal(s) of their Companies.*

for and on behalf of the  
Partners of Consortium

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.....  
.....  
.....

The Common Seal of the above Partners of the Consortium:

The Common Seal has been affixed there unto in the presence of:

**WITNESS**

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

**Note:**

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Consortium.
2. The Agreement shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

**Leh, UT Ladakh'**

**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 Indore	1. Bank of America NA
	2. Bank of Tokyo Mitsubishi UFJ Ltd.
	3. BNP Paribas
	4. Calyon Bank
	5. Citi Bank N.A.
	6. Deutsche Bank A. G
<b>NATIONALISED BANKS</b>	7. The HongKong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	14. Credit Agricole Corporate and Investment Bank
8. Dena Bank	<b>4. SCHEDULED PRIVATE BANKS</b>
9. Indian Bank	1. Federal Bank Ltd.
10. Indian Overseas Bank	2. ING Vysya Bank Ltd.
11. Oriental Bank of Commerce	3. Axis Bank Ltd.
12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	10. IDFC
19. Bank of Baroda	11. RBL
	12. South Indian Bank

**The Performance Security issued by any Scheduled Commercial Banks as per RBI shall be acceptable.**