

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: SECI/C&P/RfP/2020/CG/100/120/OE

CONSULTING SERVICES FOR

**THE SELECTION OF OWNER'S ENGINEER (OE)
SERVICES FOR SECI'S 100 MW (AC) SOLAR PV
PROJECT (160MWP DC CAPACITY) ALONG WITH
40MW/120 MWH BATTERY ENERGY STORAGE
SYSTEM**

AT

DISTRICT RAJNANDGAON, CHHATTISGARH, INDIA

**DURING DESIGN, CONSTRUCTION, COMMISSIONING
AND OPERATIONS PHASE**

**CLIENT: SOLAR ENERGY CORPORATION OF INDIA (SECI)
LIMITED**

COUNTRY: INDIA

**PROJECT: INNOVATIONS IN SOLAR POWER &
HYBRID TECHNOLOGIES PROJECT**

Issued on: 05th February, 2021

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PART I

Section 1. Letter of Invitation

Letter of Invitation Consulting Services

Name of Assignment: Selection of Consultancy Firm for Owners Engineer (OE) services for 100 MW (AC) Solar PV Project (160MWp DC capacity) along with 40MW/120 MWh Battery Energy Storage System at district Rajnandgaon, Chhattisgarh, India during Design, Construction, Commissioning and Operations of the facility under Innovations in Solar Power & Hybrid Technologies Project in India.

RFP Reference No.: SECI/C&P/RfP/2020/CG/100/120/OE (STEP REF NO IN-SECI -214410-CS-QCBS)

Loan No./Credit No./ Grant No.: 8944-IN

Location and Date: New Delhi, India, 05/02/2021

Dear Sir/Madam.:

1. The Government of India (hereinafter called “Borrower”) has received financing from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a loan (hereinafter called loan) toward the cost of Innovations in Solar Power & Hybrid Technologies Project in India. Solar Energy Corporation of India Limited, an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued.
2. The Solar Energy Corporation of India Limited now invites online proposals to provide the following consulting services (hereinafter called “Services”): Selection of Consultancy Firm for Owners Engineer (OE) services for 100 MW (AC) Solar PV Project (160MWp DC capacity) along with 40MW/120 MWh Battery Energy Storage System at district Rajnandgaon, Chhattisgarh, India during Design, Construction, Commissioning and Operations of the facility under Innovations in Solar Power & Hybrid Technologies Project in India. More details on the Services are provided in the Terms of Reference (Section 7).
3. A firm will be selected under Quality and Cost Based Selection (QCBS) method on Lump sum contract basis set out in the World Bank Procurement Regulations & procedures and as per Full Technical Proposal (FTP) format as described in this RFP, in accordance with the Bank’s “Procurement Regulations for IPF Borrowers” November 2020 (“Procurement Regulations”), which can be found at the following website: : www.worldbank.org.
4. The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract (Lump-Sum)

5. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

Sandeep Kumar

Senior Manager (C&P)

Solar Energy Corporation of India Limited

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Section 2. Instructions to Consultants and Data Sheet

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Instructions to Consultants

A. General Provisions

1. Definitions	(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time. (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). (d) “Borrower” means the Government, Government agency or other entity that signs the <i>[loan/financing/grant¹]</i> agreement with the Bank. (e) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant. (f) “Client’s Personnel” is as defined in Clause GCC 1.1 (e). (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
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¹ [*“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA*]

	(j) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays. (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s). (l) “Government” means the government of the Client’s country. (m) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt. (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal. (p) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals. (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant. (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP. (t) “Services” means the work to be performed by the Consultant pursuant to the Contract.
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	(u) “SPD - RFP” means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP. (v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract. (w) “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
2. Introduction	2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet. 2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant. 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense. 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.
3. Conflict of Interest	3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to

	disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank. 3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:
a. Conflicting Activities	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting Assignments	(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting Relationships	(iii) <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Fraud and Corruption	5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6. 5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
6. Eligibility	6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Regulations. 6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:
a. Sanctions	6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank

	shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet .
b. Prohibitions	6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and: (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
c. Restrictions for State-Owned Enterprises	6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.
d. Restrictions for Public Employees	6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless: (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the Data Sheet .
10. Documents Comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet. 10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery). 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet .

12. Proposal Validity	12.1 Proposals shall remain valid until the date specified in the Data Sheet or any extended date if amended by the Client in accordance with ITC 13.1.1. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.
a. Extension of Proposal Validity	12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7. 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts at Validity Extension	12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

c. Sub-Contracting	12.9 The Consultant shall not subcontract the whole of the Services.
13. Clarification and Amendment of RFP	13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below: 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing. 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals. 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
14. Preparation of Proposals Specific Considerations	14.1 While preparing the Proposal, the Consultant must give particular attention to the following: 14.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so. 14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

	14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet. 14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
15. Technical Proposal Format and Content	15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive. 15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive. 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.
16. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.
a. Price Adjustment	16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.
b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet.

	Information on taxes in the Client's country is provided in the Data Sheet .
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the national currency.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.
C. Submission, Opening and Evaluation	
17. Submission, Sealing, and Marking of Proposals	17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically. 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies

	between the original and the copies, the original shall prevail. 17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “[Name of the Assignment]”, [reference number], [name and address of the Consultant], and with a warning “DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].” 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked “FINANCIAL PROPOSAL” “[Name of the Assignment], [reference number], [name and address of the Consultant]”, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]”. 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. 17.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.
18. Confidentiality	18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the

	Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals. 18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures. 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.
19. Opening of Technical Proposals	19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23. 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.
20. Proposals Evaluation	20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable. 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on

	the basis of the submitted Technical and Financial Proposals.
21. Evaluation of Technical Proposals	21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.
22. Financial Proposals for QBS	22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. 22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)	23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend. 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive

	to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following: (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score; (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals. 23.3 The opening date shall be no less than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 31.1. 23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice. 23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the Data Sheet. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.
24. Correction of Errors	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts	24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
b. Lump-Sum Contracts	24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
25. Taxes	25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet.
26. Combined Quality and Cost Evaluation	
a. Quality and Cost-Based Selection (QCBS)	26.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined

	technical and financial scores, will be invited for negotiations.
b. Fixed-Budget Selection (FBS)	26.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the Data Sheet shall be rejected. 26.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
c. Least-Cost Selection	26.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.
D. Negotiations and Award	
27. Negotiations	27.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 27.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
a. Availability of Key Experts	27.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. 27.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations	27.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial Negotiations	27.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract. 27.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. 27.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.
28. Conclusion of Negotiations	28.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative. 28.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.
29. Notification of Award	29.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the

	Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the Data Sheet, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form. <u>Contract Award Notice</u> Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information: (a) name and address of the Client; (b) name and reference number of the contract being awarded, and the selection method used; (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated; (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1. 29.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online.
30. Signing of Contract	30.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

	30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet .
31. Procurement Related Complaint	31.1 The procedures for making a Procurement-related Complaint are as specified in the Data Sheet .

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
1(n)	Joint Venture (JV) Requirements (i) A Consultant may be a JV under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. Formation of registered JV Company (JVC) is not mandatory. (ii) Proposals submitted by a JV shall include a copy of the Joint Venture Agreement (in the "FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS" as attached under the RfP) entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of award of contract shall be signed by all members and submitted with the Proposal, together with a copy of the proposed Agreement. (iii) Maximum number of members in the JV shall be: 03 (Three) (iv) The Lead Member of the JV shall meet individually not less than 50% of Technical mandatory criteria as per clause 21.1.1 & 21.1.2. However, all the JV partners/members must meet collectively 100% Technical mandatory criteria given under clause 21.1.3. (v) The Lead Member of the JV/Consortium shall meet individually not less than 50% of the Financial mandatory criteria as per clause 21.1.3. However, all the JV partners/members must meet collectively 100% Financial mandatory criteria given under clause 21.1.3. (vi) The joint venture agreement should indicate precisely the responsibility of all partners/members of JV in respect of planning, design, manufacturing, supply, installation, commissioning and training. All members of JV should have active participation in execution during the currency of the Contract. The composition or the constitution of the JV shall not be varied/modified subsequently

	without prior approval of the Client. JV is also required to declare detailed scope of work to be executed by each partner/member of JV.
1 (m)	Electronic –Procurement System The Client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process: ETS Portal of M/s ElectronicTender.com (India) Pvt. Limited, New Delhi Web page: https://www.bharat-electronictender.com The electronic-procurement system shall be used to manage the following part of the RFP process: <i>issuing RFP, submissions of Proposals, opening of Proposals etc and the complete process will be conducted through the mentioned SECI's e-tendering/ Electronic Platform only.</i> <u>DOCUMENTS COMPRISING THE PROPOSAL</u> The Proposal shall be submitted by the Consultant under “Single Stage - Two Envelope” procedure. Under this procedure, the Proposal submitted by the Consultant is 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: I. Hard Copy Hard copies of following documents to be submitted in sealed envelope, as part of First Envelope. The envelope shall bear {the name of RfP, the RfP No. and the words ‘DO NOT OPEN BEFORE’ (due date & time)}. Contact Persons Name: Mr Sandeep Kumar (a) Power of Attorney for authorized signatory in non-judicial stamp paper (b) JV Agreement, if applicable (c) Copy of Board Resolution (or equivalent if Consultant is not a company) Consultant shall also upload the scanned copies of all the above-mentioned original documents during online Proposal Submission as a part of First envelope.

(d) The Pass-Phrase to decrypt the relevant Proposal-Parts (for both Techno-Commercial and Financial) in separate sealed envelope (to be kept inside the Envelope containing (a), (b) and (c) above.

Above documents should be received by the Client before the deadline for submission of Proposals.

Consultant should explicitly note that hard copies of any other documents are not to be submitted. Submission of any financial information in this envelope may result in rejection of Proposal.

II. (a) Soft Copy of Technical Proposal

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

(a) Scanned copies of all the original documents during online Proposal Submission as a part of First envelope and all the relevant forms and formats duly filled as provided under this RfP

(b) Documents in accordance with the "Mandatory Criteria & QCBS" establishing the qualification and credentials

No financial information should be submitted in this envelope.

II (b) Soft Copy of Financial Proposal

(a) The Electronic Form of the Proposal for Second Envelope (Price - Part), as available on the ISN-ETS portal, shall be duly filled. "Termed as ELECTRONIC FORM"

(b) Price Proposal comprising of the Lump Sum (Ls) cost of the complete scope of work as per the ToR, duly completed, digitally signed shall be uploaded. "Termed as MAIN BID".

The RfP document in English is available online at SECI's e-tendering Platform which is ETS Portal of M/s ElectronicTender.com (India) Pvt. Limited, New Delhi & the RfP is free of cost. Consultants will be required to register in the e-tendering platform by paying the nominal requisite Service charges directly to the service provider. The method of payment will be Demand Draft / Banker's Cheque or through online payment gateway (As

	mentioned in the website). The consultants would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated. For submission of the proposals, the consultants are required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC. Consultants can see the list of licensed CA's from the link (www.cca.gov.in). Aspiring Consultants who have not obtained the user ID and password for participating in e-procurement under this RfP, may obtain the same from the website: https://www.bharat-electronictender.com. (Consultants are required to refer the Electronic Tender website).
2.1	Name of the Client: Solar Energy Corporation of India (SECI) Limited. Method of selection: Quality and Cost Based Selection [QCBS] Method as per the Procurement Regulations for IPF Borrowers dated July 2016 revised November 2020 (available on www.worldbank.org)
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes (in different envelope). The name of the assignment is: Selection of Consultancy Firm for Owners Engineer (OE) services for 100 MW (AC) Solar PV Project (160MWp DC capacity) along with 40MW/120 MWh Battery Energy Storage System at district Rajnandgaon, Chhattisgarh, India during Design, Construction, Commissioning and Operations of the facility under Innovations in Solar Power & Hybrid Technologies Project in India.
2.3	A pre-proposal conference will be held: Yes Date of pre-proposal conference: 12/02/2021 Time: 1100 Hrs Address: Solar Energy Corporation of India Limited 1st floor, D-3Wing A, Prius Platinum Building District Centre, Saket, New Delhi – 17 Telephone: 011 71989290, Extension 290 E-mail sandeeprana@seci.co.in Contact person/conference coordinator: Mr Sandeep Kumar, Sr Manager (C&P)

2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: As per attached ToR
4.1	Not Applicable
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr
B. Preparation of Proposals	
9.1	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
10.1	The Proposal shall comprise the following. The Technical and Financial Proposals shall be submitted online in the e-procurement system in separate folders: <u>For FULL TECHNICAL PROPOSAL (FTP):</u> The Technical Proposal comprising: (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 Code of Conduct The Financial Proposal comprising: (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4

	(5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	Statement of Undertaking is required: No
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: No
12.1	Proposals must remain valid for 120 days after the proposal submission/Extended proposal submission deadline.
12.4	Replace second sentence of ITC 12.4 with the following: “However, should the need arise, any request for extension of validity will be hosted on e-procurement portal. Registered consultants, if any, may send their response if any on the e-procurement portal.”
13	Replace ITC 13 with the following: “13.1. The e-procurement system specified in ITC 1(m) provides for online clarifications. A Consultant may request an online clarification on any part of the RFP till 15 days before the Proposals’ submission deadline, or raise its inquiries during the pre-proposal conference. Clarifications requested through any other mode shall not be considered by the Client. The Client will respond online by uploading the response (including an explanation of the query but without identifying its source) for information of all Consultants. The system will also send auto-e-mail regarding hosting of query and response to Consultants who have started working on the RFP. The Consultants shall remain responsible to view query and response thereto. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described in ITC 13.1.1 and ITC 13.1.2 below. It is the consultant’s responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the RFP document. 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online in accordance with the procedure described here under. The amendment shall be binding on all Consultants. The Client shall not be liable for any information not received by the Consultants. It is the Consultants’ responsibility to verify the website for the latest information related to the RFP. 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals, by amending the RFP in accordance with ITC 13.1.1.

	The Client will host the amendment to RFP, if any on the e-procurement portal at any time prior to the submission deadline. The system will also send auto-e-mail regarding hosting of amendment to Consultants who have started working on the RFP. The Consultants shall remain responsible to view amendment to RFP. 13.2 A Consultant may modify its Proposal in the following manner, by using the appropriate option for proposal modification on e-procurement portal, before the deadline for submission of proposals. No modifications to the Technical or Financial Proposal shall be accepted after the proposal submission deadline. (a) For proposal modification and consequential re-submission, the Consultant is not required to withdraw the proposal submitted earlier. The last modified proposal submitted by the consultant within the proposal submission time shall be considered as the 'Proposal'. (b) For this purpose, modification/withdrawal by other means will not be accepted. (c) The modification and consequential re-submission of proposals is allowed any number of times. (d) A consultant may withdraw its proposal by using the appropriate option for proposal withdrawal, before the deadline for submission of proposals. However, if the proposal is withdrawn, re-submission is allowed on or before the deadline for submission of proposals.										
13.2 (d)	Re-submission of the proposal is allowed on or before the deadline for submission of proposals, if withdrawn.										
14.1.2 (do not use for Fixed Budget method)	Estimated input of Key Experts' time-input: 436 person-months. A tentative person-month's estimate sheet is attached below for Consultant's reference, mentioning the approximate requirement of Key experts and other related Project staff. However, the mentioned Key Experts time input is for tentative reference only. The award of contract will be done on Lump Sum (Ls) basis for the entire scope of services of the Owner's Engineer (OE). Any additional Manpower contingency should be planned by the consultants in their proposals. <table border="1"> <thead> <tr> <th>Description</th><th>Approximate Person Month</th></tr> </thead> <tbody> <tr> <td>Solar Expert</td><td>9</td></tr> <tr> <td>Civil expert</td><td>18</td></tr> <tr> <td>Electrical system design</td><td>30</td></tr> <tr> <td>Storage expert</td><td>30</td></tr> </tbody> </table>	Description	Approximate Person Month	Solar Expert	9	Civil expert	18	Electrical system design	30	Storage expert	30
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14.1.3 for time-based contracts only	Not Applicable																																
14.1.4 and 26.2 use for Fixed Budget method	Not Applicable																																
15.1	Delete from the first sentence of ITC 15.1, the following: ‘and shall comprise the documents listed in the Data Sheet ’.																																
15.2	The format of the Technical Proposal to be submitted is: FTP. Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.																																
16.1	<i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i>																																

	(2) cost of travel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, including overheads and back-stop support; (4) communications costs; (5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants; (6) cost of reports production (including printing) and delivering to the Client; (7) other allowances where applicable
16.2	Delete from ITC 16.2, the following: ‘foreign and/or’. A price adjustment provision applies to Contract Price: <i>No price adjustment is applicable for initial duration of the Contract and any extension till further 3 months. In case the Contract is delayed further because of delays in implementation of DSI contract for which OE services are being hired, following formula will apply for price adjustment (only for pending payment milestones):</i> $R_l = R_{l_0} \times \frac{I_l}{I_{l_0}}$ where <i>R_l is the adjusted Contract Price (only for pending payment milestones);</i> <i>R_{l₀} is the Original Contract Price (only for pending payment milestones);</i> <i>I_l is the All India Consumer Price Index (Urban) as published by the Labour Bureau, Ministry of Labour, Government of India for the month when Contract was signed; and</i> <i>I_{l₀} is the All India Consumer Price Index (Urban) as published by the Labour Bureau, Ministry of Labour, Government of India for the first month when price adjustment is applied (i.e. month after 3 months from original contract closing date).</i> <i>After this, contract price will be adjusted every quarter</i>

16.3	Information on the Consultant's tax obligations in India can be found from the Ministry of Finance, Government of India website http://finmin.nic.in Consultants and their Sub-consultants and Experts are responsible for payment of all taxes as applicable in India. The Client will, however reimburse on proof of submission with relevant Government Authority, the Goods & Services Tax (GST) payable on the contract value by the consultant, as per Applicable Law in India. Statutory deductions of taxes at source (TDS), however, shall be made as applicable. The above only are to be shown separately in the financial proposal.
16.4	The Financial Proposal shall be submitted in Indian Rupees.
16.5	Payments under the Contract shall be made in Indian Rupees.
C. Submission, Opening and Evaluation	
17	Replace ITC 17 with the following: “17.1 The Consultant shall submit a digitally signed, encrypted, and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission shall be done electronically on the e-procurement system and in accordance with procedure specified here under. Proposals submitted by any other means will be rejected. Detailed guidelines for viewing proposals, and for online submission of proposals are given on the website. 17.2 An authorized representative of the Consultant shall digitally sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney to be scanned and uploaded together with the Technical Proposal. 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative. The submission letters and the power of attorney shall then be scanned and uploaded together with the Technical Proposal.

	17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal. 17.4 The Proposal or its modifications must be uploaded on the e-procurement portal specified in ITC 1(m), no later than the deadline indicated here under, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline, as per server time. 17.5 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system's functionality requirements are specified here under."
17.1	The electronic submission procedures shall be as follows: The Consultants shall submit their Proposals (both Technical and Financial) electronically on the e-procurement portal specified in ITC 1(m), following the procedure given below. Detailed guidelines for viewing proposals and for online submission are given on the website: (a) To participate in the e-tendering process, it is mandatory for the consultants to have enrolment/registration in the website https://www.bharat-electronictender.com and valid Class III (DSC) Digital Signature Certificate (in the name of person who will sign the proposal) in the form of smart card/e-token, obtained from any of the licensed Certifying Agency authorized by the Government of India. Consultants can see the list of licensed CAs from the link www.cca.gov.in. For user-id they have to get registered themselves on e-procurement website https://www.bharat-electronictender.com and submit their Proposals online on the same. Offline Proposals shall not be entertained by the Client. For support related to submission of Proposals on the e-Procurement Portal, Consultants may contact the Portal Helpdesk (Help Desk Number +91-124-4229071, 4229072 or E Mail at support@isn-ets.com) at the Portal https://www.bharat-electronictender.com (b) The consultant should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The consultant can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. (c) The size of individual files containing the documents comprising the Proposal(s) shall not exceed 10 MB and there is no limit on the number of files to be uploaded. <i>[Note for Consultants: For online submission of proposals, the Consultants shall fill up online, the forms that are available for online filling on the e-</i>

	portal. The rest of the forms shall be download by the Consultants and filled up. The filled-up pages shall then be digitally signed, scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.]
17.4	The Proposals must be uploaded on the e-procurement portal specified in ITC 1(m) no later than: Date: 19th Mar 2021 Time: 1400 Hours IST
17.5	None
19	Replace ITC 19 with the following: “19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals online following the procedure described hereunder and this could be viewed online by the Consultants. The consultants or their authorized representatives may attend the online opening in person. The opening date, time and the address are stated hereunder. The folder with the Financial Proposal shall remain unopened, encrypted, in the e-procurement system until the subsequent public opening in accordance with ITC 23. 19.2 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of the folder with the Financial Proposal in the portal; and (iii) any other information deemed appropriate”
19.1	The procedure for online opening of technical proposals shall be: <i>Technical proposal will be opened on the e-procurement portal by the Client’s Evaluation Committee at the date and time indicated below.</i> Date: 19th Mar 2021, same as the submission deadline indicated in 17.4. Time: 1430 Hours, IST Consultants have an option to attend the opening of the Technical Proposals in person. The opening shall take place at: Solar Energy Corporation of India Limited 1st floor, D-3Wing A, Prius Platinum Building District Centre, Saket, New Delhi – 17

	Telephone: 011 71989290, Extension 290 E mail: sandeeprana@seci.co.in In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals: N/A
21.1 [for FTP]	Consultants technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated, and the proposal shall be rejected. Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below. Part A: Mandatory Criteria: Interested Consultants should provide information demonstrating that they have the required qualifications and relevant experience to perform these Services. <u>Technical Mandatory Criteria:</u> The consultant must have experience of having successfully completed similar works in last (07) seven Financial years as on the last date of RfP submission. 1. The consultant must have experience of having successfully completed one similar works costing not less than INR 3,40,00,000/- (Indian Rupees Three Crores & forty lakhs only) in last (07) seven Financial years as on the last date of RfP submission. “Similar works” means, the consultant must have provided consultancy services in Solar or Battery Energy Storage System Projects as Owner’s Engineers or as Lender’s Engineer or as Implementation Support Consultant. Following documents are required in support of the above criteria: a) Details of the assignments undertaken establishing the credentials of the consultant in the RE Sector in last 07 years.

- b) Client Contract/work order copies or Performance certificates indicating the scope & cost of the project

For meeting the Technical mandatory criteria as mentioned under point Nos 21.1.1 & 21.1.2 above:

- A job executed by a Consultant/JV for its own plant/ projects cannot be considered as experience for the purpose of meeting this Criteria.
- The jobs executed by a Consultant/JV for its Subsidiary, Fellow subsidiary, holding company or Parent company will be considered as experience for the purpose of meeting this Criteria.

Financial Mandatory Criteria:

2. Minimum Average Annual Turnover (MAAT) of the consultant in the last three financial years should be **INR 1,70,00,000/- (Indian Rupees One Crore & Seventy 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 Consultant's turnover and not that of its sister, parent or any group of Companies.

Following documents are required in support of the above criteria:

- c) A summarized sheet of average turnover, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.

Part B: Evaluation Criteria:

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

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

Parameter	Marks
1. Specific experience of the Consultants relevant to the assignment	

	(i) Owner's Engineering or Lender's Engineering for Solar Projects	Cumulative Capacity of Projects	Marks
		Up to 50 MW	5
		50-100 MW	10
		More than 100 MW	15
	(ii) Owner's Engineering or Lender's Engineering for Battery Energy storage projects	Cumulative Capacity of Projects	Marks
		Up to 1 MW	5
		1-2 MW	10
		More than 2 MW	20
	(i) Owner's Engineering or Lender's Engineering for Solar with Storage Projects (Note: As <i>Preferential Experience for such projects, experience already accounted under (i) above can also be considered here if it includes a Storage Component</i>)	2 Marks for each Project subject to a maximum of 10 Marks	
	Total for Criteria - 1	[45]	
	2. Approach and Methodology		
	(i) Approach and Methodology, capabilities, manpower	10	
	(ii) Checks in place to ensure quality and timeliness of deliverables	5	
	Total for Criteria - 2	[15]	
	3. Key professional staff (If a key Professional staff are not on permanent payrolls of the organization, 10% of marks scored by him/her will be deducted)		

	a) <i>Solar Expert</i>: A relevant degree in engineering with at least 15 years of experience, out of which a minimum of 5 years of experience in solar projects is required. b) <i>Site Incharge</i>: A relevant degree in engineering with at least 10 years of experience of handling at least 2 solar projects of minimum 25 MW capacity, with a cumulative experience of not less than 100 MWp. c) <i>Civil design Expert</i>: A relevant degree in engineering with at least 15 years of experience, out of which a minimum of 5 years of experience in designing of construction buildings is required. d) <i>Energy Storage Expert</i>: A relevant degree in engineering with at least 10 years of experience. e) <i>Electrical system design Expert including transmission system</i>: A relevant degree in engineering with at least 15 years of experience, out of which a minimum of 10 years of experience in electrical system design is required. f) <i>Social and Environment Expert</i>: At least 5 years of experience of conducting social and environment assessments and implementation. Desirable to have experience in power sector. g) <i>Procurement/Contract specialist</i>: At least 15 years' experience in contract management of DESIGN, SUPPLY & INSTALLATION (DSI)/goods/works/supply & install procurement in relevant sectors with a strong preference for experience in large scale solar projects and preferably with experience also in BESS. Experience with procurement under WB or Multilateral Development Bank financed projects is also an advantage.	Marks* for each area of Expertise for (a) to (g)	
		Meets Minimum criteria in relevant experience	Exceeds Minimum criteria in relevant experience
		3 Marks	4 Marks
		*Max marks: 7x4 = 28	
		Marks for each area of Expertise for (h) (all 5 proposed support staff to be assessed collectively)	
		Meets Minimum criteria in relevant experience	Exceeds Minimum criteria in relevant experience
		4 Marks	7 Marks

	h) Support Staff (5 in number): A relevant Engineering degree with at least 5 years of experience in solar/large RE projects and have full knowledge of all relevant IS Codes (for instance, in civil engineering especially ones related to methods for designing concrete mixes and methods of test of strength of concrete; and similarly, for electrical engineers)		
	<i>Project Manager:</i> A relevant degree in engineering with at least 15 years of experience of working in power sector, including 7 years of experience in renewable energy sector as an independent engineer. Preferable to have worked in Indian power sector.	No. of Years	Marks
		15-18	2
		18-20	4
		>20	5
	Total for Criteria - 3	[40]	
TOTAL FOR (1), (2) & (3)	[100]		

The Consultant which secures minimum 75% (seventy five percent) marks will be considered for the next Financial evaluation stage.

The CEC will adopt Quality and Cost Based Selection (QCBS) approach for evaluating technical and financial proposals. Under QCBS, the technical proposals will be allotted weightage of 80% while the financial proposals will be allotted weightage of 20%. Proposal with the lowest cost will be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices (as described in ITC 26.1 below). The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. On the basis of the combined weighted for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract if negotiations are successful.

21.1 [for STP]	Not Applicable
22.2	Replace second sentence of ITC 22.2 with the following: “All other Financial Proposals shall not be opened.”
	Public Opening of Financial Proposals
23	Replace ITC 23.1 with the following: “23.1 After the technical evaluation is completed and the Bank has issued its no objection, the Client shall notify online through e-procurement portal those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following: (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score; (ii) provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion; (iii) their Financial Proposals will not be opened; and (iv) notify them of the date, time and location of the online public opening of the Financial Proposals and invite them to attend.” In ITC 23.2(b) first sentence, after the words ‘in writing’, add the following: ‘online through e-procurement portal’ In ITC 23.2(b)(iv), after the words ‘location of the’ add the following: ‘online’ Replace ITC 23.4 with the following: “23.4 The Consultant’s attendance at the opening of the Financial Proposals (in person, or online) is optional and is at the Consultant’s choice”

23.5	Following the completion of the evaluation of the Technical Proposals, the Client will notify online through e-procurement portal, all Consultants of the location, date and time of the public opening of Financial Proposals. Any interested party who wishes to attend this public opening should contact Mr Sandeep Kumar and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day.
25.1	For the purpose of the evaluation, the Client will exclude: all local identifiable indirect taxes such as GST or similar taxes levied on the contract's invoices. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1 (QCBS only)	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 80% P = 20% Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.
	D. Negotiations and Award

27.1	Expected date and address for contract negotiations: Date: 20th April 2021 Address: <i>Solar Energy Corporation of India Limited</i> <i>1st floor, D-3Wing A, Prius Platinum Building</i> <i>District Centre, Saket, New Delhi – 17</i> <i>Telephone: 011 71989290, Extension 290</i> <i>E mail: contracts@seci.co.in</i>
29	Replace ITC 29 with the following: “29.1 After completing the negotiations, and obtaining the Bank’s no objection to the negotiated draft Contract, the Client shall, send a notification of award to the successful Consultant, confirming the Client’s intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. <u>Contract Award Notice</u> Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information: (a) name and address of the Client; (b) name and reference number of the contract being awarded, and the selection method used; (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated; (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; and (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope. 29.2 The Contract Award Notice shall be published on the Client’s website and on e-procurement portal.”
30.1	Replace ITC 30 with the following:

	“The Contract shall be signed prior to the expiry date of the Proposal validity, specified in ITC 12.1 or any extension thereof.”
30.2	Expected date for the commencement of the Services: Date: 01st May 2021 at District Rajnandgaon, Chhattisgarh, India
31.1	The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers</u> (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to: For the attention: Mr Sanjay Sharma Title/position: GM (C&P) Client: Solar Energy Corporation of India Limited, New Delhi Email address: contracts@seci.co.in Fax number: NA In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of this Request for Proposal; 2. the Client’s decision to exclude a Consultant from the procurement process prior to the award of contract; and 3. the Client’s decision to award the contract.

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

Required for FTP ✓	FORM	DESCRIPTION	Page Limit
✓	TECH-1	Technical Proposal Submission Form.	
✓ If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓ If applicable	Power of Attorney	In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓	TECH-2	Consultant's Organization and Experience.	
✓	TECH-2A	A. Consultant's Organization	
✓	TECH-2B	B. Consultant's Experience	
✓	TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓	TECH-3A	A. On the Terms of Reference	
✓	TECH-3B	B. On the Counterpart Staff and Facilities	
✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
✓	TECH-7	Code of Conduct	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1**TECHNICAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or

individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council.

- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in India.
- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 27.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address} _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 7years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in Rs.)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., Rs.1 mill/Rs. 0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....”: drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., Rs. 0.2 mil/Rs. 0.2 mil}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing}
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks, including on addressing Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) risks} to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5 (FOR FTP)**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9		n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:.....}												

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

FORM TECH-6 (FOR FTP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3			D-...		Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home] [Field]	[2 month] [0.5 m]		[1.0] [2.5]		[1.0] [0]							
K-2															
K-3															
n															
Subtotal															
NON-KEY EXPERTS															
N-1			[Home] [Field]												
N-2															
n															
Subtotal															
Total															

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

-
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
 - 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

 Full time input
 Part time input

FORM TECH-6 (CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbb, deputy minister]		

Whether on permanent payroll of the Consultant (Yes/No)

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

FORM TECH-7 (for FULL TECHNICAL PROPOSAL ONLY)

CODE OF CONDUCT FOR EXPERTS FORM

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable expenses

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of Rs. _____ {Insert amount in words and figures}, *[Insert “including” or “excluding”] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet.* The estimated amount of local indirect taxes is Rs. _____ {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost (INR)
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}
Cost of the Financial Proposal including:	
(1) Remuneration {Should match the amount in Form FIN-3}	INR.....
(2) Reimbursable {Should match the amount in Form FIN-4}	INR.....
<u>Total Cost of the Financial Proposal (1) + (2) :</u> {Should match the amount in Form FIN-1}	INR.....
Goods & Service Tax Estimates – to be discussed and finalized at the negotiations, if required	
(3) Goods & Service Tax Amount	INR.....
<u>Total Cost of the Financial Proposal including GST (1) + (2)+ (3)</u>	

Footnote: Payments will be made in INR

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration _____					
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	Total in Rs.
_____	Key Experts _____				
K-1	_____	_____	[Home]	_____	
	_____		[Field]	_____	
K-2	_____	_____		_____	
	_____			_____	
	_____			_____	
	_____	_____		_____	
	_____			_____	
	_____			_____	
_____	Non-Key Experts _____				
N-1	_____	_____	[Home]	_____	
N-2	_____	_____	[Field]	_____	
	_____	_____		_____	
	_____			_____	
	_____			_____	
	Total Costs (Rs.)				

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

**Consultant's Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in Rs.)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ₁	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client's Country									

1. Expressed as percentage of 1

2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses					
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	In Indian Rupees (Rs.)
	{e.g., Per diem allowances**}	{Day}			
	{e.g., International flights}	{Ticket}			
	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				
	{e.g., reproduction of reports}				
	{e.g., Office rent}				
					
	{Training of the Client's personnel – if required in TOR}				
Total Costs					

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Eligible Countries

In reference to ITC 6.3.2, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or

indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section 7. Terms of Reference

1. Background:

The ‘Owner’ M/s Solar Energy Corporation of India (SECI) Limited is developing 100 MW (AC) Solar PV Project (160 MWp DC capacity) along with 40 MW/120 MWh Battery Energy Storage System in Rajnandgaon district of Chhattisgarh. SECI intends to use part of World Bank loan and Clean Technology Fund financing towards the implementation of this project. SECI has already invited bids for selection of Contractor for Design, Supply, and Installation (DSI).

With reference to the DSI Contract, SECI seeks to appoint an Owner’s Engineer (OE) whose primary task shall be to assist SECI and monitor the process during detailed design, construction, commissioning and initial operations of the plant to be undertaken by the DSI Contractor.

SECI may decide to continue with the services of OE after one year of stabilized operation of the plant subject to satisfactory performance with terms and conditions and scope of services mutually agreed either through extension of the contract or through a new contract.

2. Objective:

OE shall provide support in line with DSI contract documents to SECI during the detailed design review for overall project, construction supervision, supervision of testing and commissioning as well as oversight during initial operations of the project for 1 (one) year from Commissioning.

3. Scope of Services:

OE shall start their evaluation of engineering designs, work plans, quality action plans, field quality plans and site project monitoring phase followed by Project commissioning and Operation & Maintenance (O&M) phase during induction phase. The selected OE will also work closely with SECI or its hired engineering firms to understand various project design and

sizing parameters including engineering assumptions made during the tendering phases per the DSI contract terms and conditions only.

The OE will assist SECI (Owner) and will act under the directions of the Owner and will be delegated to the extent required for performance of these scope of services. The general OE scope shall comprise (broadly) the following activities:

- A. During detailed design phase – Preparation of Project Planning and Monitoring framework, Evaluation of the project design proposed by the DSI Contractor including conformance with Environmental and Social Management Plan (ESMP) measures already identified to be implemented in design phase; review of construction arrangements, construction drawings and documents (to be furnished by the DSI Contractor to be selected by SECI) including performance witnessing and analysis, assessment of construction risks and issues; review of solar resource, technology and energy yield; assessment of battery use, cases' duty cycles proposed by DSI Contractor; review of project integration into the grid; review of As-built drawings of the Project; review of contractor's O&M arrangements and capabilities or any other tasks required for the successful completion of the design phase.
- B. During project construction, testing and commissioning – Supervise the execution of the contract in consultation with SECI to ensure that the contract is executed in full conformity with contract conditions, with specific requirements that OE will provide on-site monitoring of project progress throughout the construction period of the project, providing suggestions for correction and improvements as required; review and comment on the appropriateness and implications of any change orders, and issue draw and/or milestone certificates (as necessary); confirm compliance with agreed-upon ESMP requirements including but not limited to environmental, health and safety measures; monitor transmission line and substation construction and interface with CSPTCL; review completion test procedures and results; assess contractor compliance with performance tests and/or payment of penalties as defined in their respective construction or supply contracts and issue an opinion as to conformance; review punch

lists for each contract; witness and issue a professional opinion on the performance tests; and issue provisional and final certificates of completion as defined in the conditions of the contract. SECI requires that the OE will organize monthly progress review meetings with the contractor in association with SECI and provide weekly reports throughout the construction period of the project. SECI also requires that the OE mobilizes appropriate experts at the project site location for the full duration of this Phase.

- C. During commercial operation – The OE shall remain available for monthly review visits to the plant for a period of 1 year (extendable under conditions described in this Terms of Reference). The OE will undertake analysis to cover O&M related items that occurred over the previous reporting period; changes and explanations for changes to the O&M procedures and plans that may have affected historical or affect future project performance, and; any major equipment failures, significant O&M events, warranty items or occurrences that would affect historical or future project performance. A comprehensive report will be the outcome of each visit covering the analysis hereinabove with remedial measures which will be discussed with SECI.
- D. Capacity building – The OE is also expected to build capacity at SECI to be able to effectively supervise the O&M work in later years of operations (once independent OE task is completed with/without any extensions), supervise design and construction of future projects and provide on the job training for SECI engineers involved in this project. The OE will also help SECI prepare an O&M plan and training plan.

PART A - During detailed design:

During this phase, the OE is expected to support SECI in the due diligence of the detailed design provided by the contractor, solar, battery and balance of plant (BOP) technologies, construction schedules, tests, guarantees and O&M undertaking the following tasks:

Task A.1: Review Project Design, Construction and Operating Plans: Project Planning: Establishment of Project Monitoring Cells at SECI HQ, Delhi and Site, Review of the L2 and L3 Schedules submitted by the DSI Contractor, periodic review of supply schedules in co-

ordination with site activities, identification of project management critical paths and raising timely alerts, monitoring of sub-contracts, Review the technical design of the Project and projected performance for compliance with tender documents, internationally accepted industry standards & practices. OE will provide an opinion on the quality of design and equipment with respect to its service life, as well as the operating history of major equipment. More specifically, the following should be addressed (including but not limited to):

1. Assess the quality of modeled/measured site solar data, other reference data and meteorological data.
2. An independent analysis including:
 - a. Assessment of the impact of climate / weather (precipitation, temperature, humidity) at site on plant performance, including battery cooling requirements
 - b. Battery and Battery Management System (BMS) design for the proposed use cases
3. Independent review of energy projections, including:
 - a. Review of siting for each solar field and solar plant layout
 - b. Review of shading assessment.
 - c. Review of MMS design and pitch selection for optimized generation using Bifacial Modules
 - d. Estimate of the gross energy production
 - e. Assessment of the losses
 - f. Assessment of the Plant Management Control Systems and its ability to balance overall production with storage utilization in such a way to maximize plant revenues as per the PPA
 - g. Assessment of the net energy production (solar with battery system, including parasitic battery losses particularly from but not limited to cooling)
4. Review of the proposed project design, including: i) suitability of solar panels, inverters, batteries, control systems (SCADA and Energy Management Systems), transformers, electrical systems (A.C & D.C), ii) plant design requirements, iii) proposed design of project facilities.
5. Review of original equipment manufacturer (OEM) technical specifications, drawings and test reports, and work instructions and protocols.

6. Review of proposed site layout, and mechanical and electrical layouts.
7. Review of design, drawing, testing and soil investigation reports of all civil foundation (solar mounting pile, transformer etc.), roads, control room, drain, fence, cable trench and other civil works with suitable recommended structures/foundations. All electrical system review like equipment designing, engineering drawing, cable schedule, earthing, transmission line system, lightning, fire-fighting system etc., ensuring proper design and functionality requirements for integration of solar & storage system, design requirements for availability of real time data at state load dispatch center (SLDC) (as per requirement of SLDC). Review with CSPDCL and CSPTCL design, drawing and testing of all electrical BOP works (substation, bay-extension, transmission lines, etc.). Review of all As-Built drawings of the Project. Design review of all the components linked to the said project is in the scope of OE (and not limited to the above).
8. Review of design pertaining to BESS, SCADA and EMS.
9. Review of design, performance as well as the systems' historical and projected reliability and operations under various operating conditions.
10. Transfer of skills and experience to the SECI HQ and field teams in implementing and operating the proposed solar with storage project.
11. Risks and issues associated with the proposed solar with storage project to be identified.
Opine on the capacity and stability of the electrical grid in respect of the impact of the Project. The review shall include: Generation, load patterns, short circuit levels, protection coordination, statistics and characteristics of grid system, based on such studies as prepared by others.
12. Join any meetings with CSERC, CSPDCL, CSPTCL, CREDA or any other agency as required by SECI.
13. Review of (i) compliance with the World Bank's Environmental and Social requirements, and, (ii) consistency of the mitigation measures proposed in the environmental and social impact assessment with the plant design.

Task A.2: Site Visit and Review: Visit the Project site as per instruction of SECI for smooth design implementation of project site. Review and comment on:

1. Site topography, terrain, and soil conditions for development and logistics impacts.

2. General condition of the grounds and equipment.
3. Access to available transportation, including roads and bridges, ports, railroads, airports for equipment maintenance, supply and replacement considerations.
4. Visual, environmental and social impacts.
5. Weather conditions (extreme wind conditions).
6. Any other material factors.

Task A.3: Review Project Construction Plan and Documentation: Items to be reviewed and commented on include, but are not limited to:

1. Review completion requirements including performance guarantees and associated liquidated damages.
2. Review the proposed construction schedule, discuss the schedule with construction contractor(s), and determine whether adequate provisions have been made for design; for equipment procurement, fabrication, shipment and installation; and for start-up, shakedown, and testing. Unknown or variable elements in the schedule will be identified, along with associated potential risks.
3. Review the planned drawdown schedule and comment whether the planned monthly drawdown is consistent with the Project schedule.
4. Review and comment with respect to: specific milestones, ability to achieve milestones, expedite the milestone achievement process, completion terms and operational ramp up period.
5. Review of all documents submitted by DSI contractor like Quality Assurance Plan, Field Quality Plans, EHS plan, Environment and social risk and mitigation.

Task A.4: Review Tests and Guarantees: In compliance with DSI contract requirements and other international practices, the OE will be required to review tests and guarantees proposed by the contractor. The OE will specifically:

1. Review performance guarantees, including guarantees provided by equipment manufacturers. Advise on the need for additional insurance, if any.

2. Review test criteria as proposed by contractors and suppliers and comment on reasonableness of test criteria, ability of the test(s) to unambiguously demonstrate whether the contractor and suppliers' guarantees are met.
3. Conformance of test procedures to established codes and standards for testing Project equipment.

Task A.5: Document Review of Project's O&M: Review the project's O&M program for compliance with generally accepted and prudent utility practices, and the ability to operate in accordance with Pro Forma projections. Items to be reviewed include:

1. Corrective, preventive and predictive maintenance management systems, processes and procedures.
2. Reporting requirements.
3. Annual budgeting procedure.
4. Compliance with Project agreements and permits.
5. Review and make recommendations on major equipment maintenance program for the project life period. Minimum maintenance requirements (in accordance with those recommended by the Manufacturer in O&M manuals).

Task A.6: Review the ability of the Project, based on the design criteria, to meet the operating and technical requirements of the applicable operational agreements.

Task A.7: Review of Permits and Licenses: Assess the ability of the Project, based on design criteria and intended modes of operation, to meet and maintain compliance with technical requirements of the applicable major permits including but not limited to following:

1. Transmission system interconnection permits, CEIG, CEA etc.
2. Other permits and licenses including necessary local and state permits E.g. for storage of hazardous material from State Pollution Control Board.

Task A. 8: Financial Model: The scope of work will include the development of a financial and economic model for the project for SECI in close collaboration with the SECI's finance team. The OE, along with SECI will develop the following assumptions in a manner that is reasonable

and consistent with the design of the Project, expected operating scenarios, and Project agreements:

1. Project performance and reliability.
2. Penalty or time extension recommendations as per contract.
3. Greenhouse gas emissions and other key performance indicators agreed between SECI and the World Bank.

PART B - During project construction, testing and commissioning:

The OE shall support SECI to supervise execution of the contract in the letter and spirit of the DSI contract terms and conditions and shall closely monitor the contractor's construction management team and ensure it has appropriate resources and expertise. Oversight during construction shall include all tasks for successful execution of the contract, which include but are not limited to the following tasks:

Task B.1: Confirm that the required conditions precedent to Project completion have been satisfied from a technical perspective. Refer Annexure 1: Plant Documentation, Commissioning and Test Procedures.

Task B.2: Observe the Contractor's construction supervision program to ensure that it is as agreed upon in the legal (financing) documents and that there is adequately qualified construction supervision staff on site; and that the contract management and control team is sufficiently experienced and qualified.

Task B.3: As required by SECI, witness the critical factory tests and inspections for major plant equipment. List of major items for inspection to be finalized amongst SECI, Contractor and OE at project design approval phase, but will include (though not limited to) solar modules, String Monitoring Boxes, SCADA, inverters, transformers, switchgear panels – both HT and LT, along with HT cables, Battery storage units, EMS and BESS. In case OE is unable to attend factory inspections at overseas locations, they will depute reputed Third- Party Inspection agencies to witness the factory inspections as per approved QAP.

Task B.4: Progress monitoring and schedule review to ensure that the work being planned and scheduled by the contractors is supportive of a plant in-service date as specified in the project schedule.

Task B.5. Review acceptance and performance testing procedures.

Task B.6: Review the procedures and results of factory and site testing (especially for BESS) and represent SECI as needed for all the key tests.

Task B.7: Assess if adequate QC/QA programs and procedures are in place and being followed.

Task B.8: Assess if appropriate construction environmental, health and safety standards are being enforced and are as per the loan agreements for each of the sub-activities – viz pertaining to Civil, Electrical and Mechanical works.

Task B.9: Issue certificates of Milestone compliance as per the DSI contract agreements that shall confirm, inter-alia, that all conditions of the DSI agreements are being met, that observed construction progress matches the agreed project completion schedule, that agreed-upon environmental, health and safety and social measures are in place, that construction and contract management is of acceptable quality.

Task B.10: Provide measurement certification, payment recommendation, and technical input for waiver.

Task B.11: The OE shall endorse within 4 business days the Material Receipt Note / Work Completion Certificate with all supporting documents which acknowledges the quality and completeness of components of Solar, Battery and BOP components for payment milestones. If not complete or not of satisfactory quality reasons need to be provided within the same timeframe.

Task B.12: The OE shall provide solar module mounting structure (MMS) foundation design verification based on geotechnical soil samples and design loads document within 10 days of receipt of soil quality report, design loads and foundation design documentation. In the event that solar MMS foundation design is found to be unsuitable, recommendations for improvement need to be made by the OE within the same 10 business day period. Review pour cards of foundation and review quality of foundation cube tests as completed by contractor/OEM. Quality control based on Indian Standard codes for the supplies and works as part of the foundation construction.

Task B.13: The OE shall supervise commissioning of each solar field and battery storage system from construction of platform/foundation to erection and testing for achievement of commercial operation.

Task B.14: The OE responsibilities shall include monitoring of construction activities of 33 kV internal lines along with substation. The OE shall also supervise Construction of internal roads and approach roads including side drains and cross drainage works.

Task B.15: Review the protection requirements as per grid code/state electricity board and confirm that the appropriate equipment is procured and installed in accordance with all relevant requirements for the electrical works of the Project.

Task B.16: Review of the protection equipment's GA Diagram and SoP (Standard Operation Procedure) of all Protective Equipment installed in the Project.

Task B.17: Monitor installation of SCADA system along with facility provided for O&M according to Standard procedure of OEM. Checking & Confirming that the SCADA system is fully functional and accessible from remote locations and that raw data can be downloaded in real time to allow for scheduling of power with respect to Standard Procedure of OEM. Ensuring & monitoring that solar fields and battery storage are safe for Energisation according to the Pre-Commissioning Procedures as provided by OEM and based on the consultant's expertise on quality and completeness of work.

Task B.18: Monitor installation of Energy management system (EMS) that integrates solar and battery storage; Ensure suitable interfaces with respective SCADAs and BMS; Supervise project testing and initial operation and control through the EMS. Review recommended EMS operational protocols/work instructions provided by the contractor/OEM.

Task B.19: Contract completion testing - review test protocols, ensure test witnessing plans are adequate and confirm the test results.

Task B.20: Penalties - confirm that if penalties or LDs have been paid by contractors and/or suppliers and, if so, that they are in accordance with the DSI contract documents.

Task B.21: Punch Lists - evaluate punch lists for the contracts and confirm they appear comprehensive and professional.

Task B.22: Tests - agree with the test protocols, witness any system connection tests and confirm the results.

Task B.23: Issue, in accordance with the DSI agreements, certificates of project partial completion and project completion. These completion certificates would not necessarily correspond to those in the individual construction contracts.

Task B.24: All insurance respect of the Personnel of the OE and of any Sub-Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance shall be in the scope of OE.

PART C - During Operation:

The OE shall deploy technically qualified manpower at site to monitor the (Order Management System) OMS undertaken and provide weekly monitoring report for 1-year post commissioning and report on all units of the Project in operation. The OE's report to SECI during supervision of operations shall include:

Task C.1: Any variances and explanations for variances between the historical and projected project performance;

Task C.2: Discussions of equipment failures or other O&M related items that occurred over the previous reporting period;

Task C.3: Changes and explanations for changes to the O&M procedures and plans that may have affected historical or affect future project performance, and any major equipment failures, significant O&M events, warranty items or occurrences that would affect historical or future project performance.

PART D - Capacity Building:

The OE will also help build capacity at SECI to be able to supervise engineering designs, construction and operations of solar-storage projects. This may involve the following tasks:

Task D.1: Prepare a training plan for project engineers acceptable to SECI management covering some theoretical as well as on the job training.

Task D.2: Provide training on structuring and drafting suitable O&M contracts, O&M contract management as well as construction management.

4. Activities and Timelines:

(i) Activities:

The OE shall be required to work along with SECI within the reasonable limit as prescribed by the SECI. The below list is indicative and will be expanded / refined during the contract award/execution time.

S. No.	Activities of Project	Time frame
1	Contract agreement signing and kick-off meeting along with detailed completion schedule plan	15 days from the date of NOA
	Part-A	
2	The OE shall provide the reviewed drawings/documents (approved or commented drawing).	Within 5 working days from the date of submission of drawings/ documents
3	OE shall recommend response to any communication received by SECI from DSI contractor	Within 5 days from the date of receipt
4	Design review meetings shall be conducted.	Every Fortnight initially and weekly once the project moves critical path.
5	All Drawing reviews completion.	8 months from the date of CA
	Part-B	
7	Progress review meeting as per L2 schedule	Every month and as decided by Engineer In-Charge of SECI
8	Representative to be arranged for factory level / plant level pre-dispatch inspection	Within 5 working days from the intimation mail/letter/ any suitable electronic medium.
9	Inspection report submission	Within 3 days from the date of completion of inspection.
10	Submission of Material Receipt Note along with supporting documents	As and when required. Reports shall be reviewed and certified within 4 working days.
11	All site inspection checklist (recording the activities and works/equipment inspected, in appropriate format) submission	Inspection checklist along with measurement certification shall be reviewed and certified within 3 working days.
12	Recommendation or certification of measurements of work progress	Weekly progress report to SECI. Also, to maintain daily progress register at site. All parties to sign it.
13	Completion of Quality and Safety reports (Environmental and Social safe guards)	Weekly progress report to SECI. Also, to maintain daily site incident register at site. All parties to sign it.

S. No.	Activities of Project	Time frame
14	Expediting Submission of testing and pre-commissioning reports	Depends case to case basis
15	Preparation of punch list	7 days from commercial operation date
16	As-built drawing completion along with full compliance of pending punch point items	2 months from the date of Commissioning.
	Part-C	
17	O&M review and report	Every month from the date of operational acceptance
	Part - D	
18	Submitting Training Plan and conducting trainings	Ongoing activity/ co-terminus and concurrent with project activities

(ii) Duration of OE Service:

The estimated duration of this consultancy/OE services to SECI is for a total period of 30 (Thirty) months which primarily includes the Project commissioning timelines of 18 Months plus 12 months of the first year Project operations. SECI may decide to continue with the services of OE after one year of stabilized operations subject to satisfactory performance with terms and conditions and scope of services mutually agreed either through extension of the contract or through a new contract. For any reasons the project timelines are extended, the OE's consulting period also shall be increased without any cost escalation.

OE shall deploy its personnel who shall regulate the project as per the project progress and TOR.

The OE duration of contract shall be completed against one-year completion of operation and maintenance of the Project including submission of all as-built drawings and other reports of the Project by OE. All such drawings and reports shall remain the property of the SECI and shall not be used for any purpose other than that intended under these Terms of Reference. The OE services shall stand completed on acceptance of all the required deliverables of the OE and issue of Completion Certificate by SECI to OE.

5. Key Qualifications Required:

- (ii) In Solar Domain: Previous experience as an Owner's Engineer (OE) or Lender's Engineer (LE). Further details as per Paragraph 21.1 of ITC Data Sheet.
- (iii) In battery storage domain: Owner's Engineer (OE) or Lender's Engineer (LE) can associate with other firms (if the lead firm doesn't meet the below qualification criteria on its own). Further details as per Paragraph 21.1 of ITC Data Sheet
- (iii) Experience in executing solar with storage projects will have preference as mentioned in Paragraph 21.1 of ITC Data Sheet.

6. Key Experts Required:

- *Project Manager*: A relevant degree in engineering with at least 15 years of experience of working in power sector, including 7 years of experience in renewable energy sector as an independent engineer. Preferable to have worked in Indian or similar power sector.
- *Site In-charge*: A relevant degree in engineering with at least 10 years of experience of handling at least 2 solar projects of minimum 25 MW capacity, with a cumulative experience of not less than 100 MWp. Site in Charge shall be responsible for the overall Construction monitoring, reporting and shall provide expert guidance and advice to the SECI on technical issues arising during construction phase.
- *Solar Expert*: A relevant degree in engineering with at least 15 years of experience, out of which a minimum of 5 years of experience in solar projects is required and including 7 years as independent engineer.
- *Civil design Expert*: A relevant degree in engineering with at least 15 years of experience, out of which a minimum of 5 years of experience in designing of construction buildings is required.
- *Energy Storage Expert*: A relevant degree in engineering with at least 15 years of experience out of which at least 5 years of experience with Battery Energy Storage Systems.

- *Electrical system design Expert including transmission system:* A relevant degree in engineering with at least 15 years of experience, out of which a minimum of 10 years of experience in electrical system design is required.
- *Social and Environment Expert:* At least 10 years of experience of conducting social and environment assessments and implementation of which at least 5 years in power sector. Desirable to have experience in renewable energy sector.
- *Procurement/Contract specialist:* At least 15 years of experience in contract management of design, supply & installation (DSI)/goods/works/supply & install procurement in relevant sectors with a strong preference for experience in large scale solar power projects and preferably with experience also in BESS. Experience with procurement under WB or Multilateral Development Bank financed projects is also an advantage.
- Any other experts required for the fulfillment of the Scope of Work.

Note that lead experts proposed by Consultants will be required to carry out the work. Substitutions will only be allowed under limited circumstances and only with express written consent of the Owner.

Support Staff: The Consultant shall employ a support team consisting of such number of members (subject to minimum no. of staff as specified elsewhere in the document) with relevant qualifications and experience as necessary, to assist the key professional staff in the execution of the assignments. Each of such Support Staff (5 in number) should have a relevant Engineering degree with at least 5 years of experience in solar/large RE projects and have full knowledge of all relevant IS Codes (for instance, in civil engineering especially ones related to methods for designing concrete mixes and methods of test of strength of concrete; and similarly, for electrical engineers)

Arrangements for deployment of OE team at SECI's Corporate Office (CO):

The OE shall deploy 3-member engineering team from the Key Experts pool specified above at SECI Corporate Office, New Delhi. All the members of the team should have experience

working in similar sized solar energy projects. SECI shall make seating arrangement for the members at SECI's premises. The responsibility for ensuring the availability of necessary equipment and facilities like including laptop, computer software, internet connection, office stationery etc. shall lie with the Consultant. Of the 3-member team, the preference is to have the expertise as below:

- 2 (two) Electrical Engineers
- 1 (one) Civil Engineer

Arrangements for deployment of OE team at the project site:

In addition to the team assisting SECI's Corporate Office team with design and other activities as described in Tasks A-C above, the OE shall have the Site In-charge and Environment and Social Expert at the site all the time. OE shall also deploy the Key Experts at the site on a need basis. The Site In-charge and the Key Experts should be supported by a 4-member Site Monitoring/Engineering Team from the pool of support staff stated above. Of this 4-member site monitoring/engineering team, the preference is to have the expertise as below:

- 2 (two) electrical engineers.
- 2 (two) civil engineers-

The OE shall submit resumes of each support staff member of the site engineering team to SECI with the response to RfP and any change from the original team shall be done on like-for-like basis and after approval from SECI. In case SECI feels OE team needs to be strengthened based on activity at site, OE shall depute all such additional manpower to site after discussion with SECI. The Support staff shall be guided by designated Key Experts.

OE must arrange for their equipment, vehicles and accommodation at site and SECI will make arrangements for OE team to be allowed free and unfettered access to be site and other approvals and permissions as deemed necessary for successful and timely completion of the project activities.

Please note that the requirements of the Key Experts to be deployed at SECI's CO and at the Project Site can be rotated between the CO and site as per need basis and after consultation with SECI.

PART II

Section 8. Conditions of Contract and Contract Forms

LUMP-SUM FORM OF CONTRACT

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

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CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

Assignment Title: _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

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

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a loan from the *International Bank for Reconstruction and Development (IBRD)* toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the *[loan/financing/grant]* agreement or have any claim to the *[loan/credit/grant]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

Appendix E: Code of Conduct *for* Experts

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D, and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

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

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

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (b) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
 - (d) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (e) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
 - (f) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (g) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (h) **“Day”** means a working day unless indicated otherwise.
 - (i) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (j) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (k) **“Foreign Currency”** means any currency other than the currency of the Client’s country.

- (l) **“GCC”** means these General Conditions of Contract.
- (m) **“Government”** means the government of the Client’s country.
- (n) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) **“Local Currency”** means the currency of the Client’s country.
- (q) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (s) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

- 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

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- | | |
|---|---|
| 3. Law Governing Contract | 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| 4. Language | 4.1. This Contract has been executed in the language specified in the SCC , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 5. Headings | 5.1. The headings shall not limit, alter or affect the meaning of this Contract. |
| 6. Communications | <p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p> |
| 7. Location | 7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve. |
| 8. Authority of Member in Charge | 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. |
| 9. Authorized Representatives | 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC . |
| 10. Fraud and Corruption | 10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC. |

- | | |
|---------------------------------------|--|
| <p>a. Commissions and Fees</p> | <p>10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.</p> |
|---------------------------------------|--|

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- | | |
|---|---|
| <p>11. Effectiveness of Contract</p> | <p>11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.</p> |
| <p>12. Termination of Contract for Failure to Become Effective</p> | <p>12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.</p> |
| <p>13. Commencement of Services</p> | <p>13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.</p> |
| <p>14. Expiration of Contract</p> | <p>14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.</p> |
| <p>15. Entire Agreement</p> | <p>15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.</p> |
| <p>16. Modifications or Variations</p> | <p>16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party</p> |

shall give due consideration to any proposals for modification or variation made by the other Party.

- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

17. Force Majeure

a. Definition

- 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

b. No Breach of Contract

- 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

- 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give

written notice of the restoration of normal conditions as soon as possible.

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

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49 & 50.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

- a. By the Client**
 - 19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.

- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- c. Cessation of Rights and Obligations** 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services** 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination** 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

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- a. Standard of Performance**
- 20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
- 20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.
- b. Law Applicable to Services**
- 20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- 20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 21. Conflict of Interest**
- 21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

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| <p>a. Consultant Not to Benefit from Commissions, Discounts, etc.</p> | <p>21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 43 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p> |
| <p>b. Consultant and Affiliates Not to Engage in Certain Activities</p> | <p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.</p> |
| <p>c. Prohibition of Conflicting Activities</p> | <p>21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p> |
| <p>d. Strict Duty to Disclose Conflicting Activities</p> | <p>21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p> |
| <p>22. Confidentiality</p> | <p>22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired</p> |

in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

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

24. Insurance to be taken out by the Consultant

24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Clause GCC 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

26. Reporting Obligations

26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Client in Reports and Records

27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

28. Equipment, Vehicles and Materials

28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. Code of Conduct

29.1. The Consultant shall have a Code of Conduct for the Experts.

Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including

specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Expert and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided. The posted Code of Conduct shall be provided in languages comprehensible to the Experts and the Client's Personnel.

30. Forced Labor

30.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

31. Child Labor

31.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Consultant with the Client's consent. The Consultant shall be subject to regular monitoring by the Client

that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

32. Non-Discrimination and Equal Opportunity

32.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).

33. Training of Experts

33.1. The Consultant shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS

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| 34. Description of Key Experts | 34.1. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant’s Key Experts are described in Appendix B . |
| 35. Replacement of Key Experts | <p>35.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>35.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p> |
| 36. Removal of Experts or Sub-consultants | <p>36.1. If the Client finds that any of the Experts or Sub-consultant:</p> <ul style="list-style-type: none"> (a) persists in any misconduct or lack of care; (b) carries out duties incompetently or negligently; (c) fails to comply with any provision of the Contract; (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services; or (e) undertakes behaviour which breaches the Code of Conduct; <p style="padding-left: 40px;">the Consultant shall, at the Client’s written request, provide a replacement.</p> <p>36.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> |

- 36.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 36.4. Subject to the requirements in Clause GCC 36.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.
- 36.5. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

37. Assistance and Exemptions

- 37.1. Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
 - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
 - (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
 - (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

38. Access to Project Site

- 38.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

39. Change in the Applicable Law Related to Taxes and Duties

- 39.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1.

40. Services, Facilities and Property of the Client

- 40.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

41. Counterpart Personnel

- 41.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 41.2. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the

counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

42. Payment Obligation

42.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

43. Contract Price

43.1. The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

43.2. Any change to the Contract price specified in Clause GCC 43.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

44. Taxes and Duties

44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

44.2. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

45. Currency of Payment

45.1. Any payment under this Contract shall be made in the currency (ies) of the Contract.

46. Mode of Billing and Payment

46.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.

46.2. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

46.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain

effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

46.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.3 *The Final Payment.* The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

46.2.5 With the exception of the final payment under 46.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

47. Interest on Delayed Payments

47.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. FAIRNESS AND GOOD FAITH

48. Good Faith

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

H. SETTLEMENT OF DISPUTES

49. Amicable Settlement

- 49.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 49.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 50.1 shall apply.

50. Dispute Resolution

- 50.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

II. General Conditions

Attachment 1

Fraud and Corruption

(Text in this Attachment shall not be modified)

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of India
4.1	The language is: English.
6.1 and 6.2	The addresses are <i>[fill in at negotiations with the selected firm]</i>: Solar Energy Corporation of India Limited 1st floor, D-3Wing A, Prius Platinum Building District Centre, Saket, New Delhi – 17 Telephone: 011 71989290, Extension 290 E mail: sandeeprana@seci.co.in
8.1	<i>[Note: If the Consultant consists only of one entity, state “N/A”;</i> OR <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here.]</i> The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i>
9.1	The Authorized Representatives are: For the Client: GM (C&P) For the Consultant: <i>[name, title]</i> _____
11.1	The effectiveness conditions are the following: Signing of Contract by both the parties.
12.1	Termination of Contract for Failure to Become Effective: If Contract is not signed within 30 days of issuing letter of award.

13.1	Commencement of Services: The number of days shall be <u>15 days</u>. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be <u>30 Months</u>.
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes

23.1	The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: “Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in India”.
24.1	The insurance coverage against the risks shall be as follows: <i>[Note: Delete what is not applicable except (a)].</i> (a) Professional liability insurance, with a minimum coverage of the total ceiling amount of the Contract (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per the latest Amended Motor Vehicles Act, India; (c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in India (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the

	relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	<i>[If applicable, insert any exceptions to proprietary rights provision_____]</i>
27.2	The Consultant shall not use these data, documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
37.1 (a) through (f)	<i>Not Applicable</i>
37.1(g)	<i>Not Applicable</i>
43.1	The Contract price is: Rs. _____ <i>[insert amount]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes. Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the Consultant. The Client shall only reimburse Goods & Services Tax (GST) payable on the contract value by the consultants, as per Applicable Law in India subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc. The consultant shall register itself for GST with appropriate authority in India & shall provide the Registration Number to the Client. The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i> A price adjustment provision applies to Contract Price:

	No price adjustment is applicable for initial duration of the Contract and any extension till further 3 months. In case the Contract is delayed further because of delays in implementation of DSI contract for which OE services are being hired, following formula will apply for price adjustment (only for pending payment milestones): $R_t = R_{I_0} \times \frac{I_t}{I_{I_0}}$ where R_t is the adjusted Contract Price (only for pending payment milestones); R_{I_0} is the Original Contract Price (only for pending payment milestones); I_t is the All India Consumer Price Index (Urban) as published by the Labour Bureau, Ministry of Labour, Government of India for the month when Contract was signed; and I_{I_0} is the All India Consumer Price Index (Urban) as published by the Labour Bureau, Ministry of Labour, Government of India for the first month when price adjustment is applied (i.e. month after 3 months from original contract closing date). After this, contract price will be adjusted every quarter
44.1 and 44.2	The consultants, sub-consultants and the Personnel shall pay the taxes, taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in this regard to the deduction of such taxes as may be lawfully imposed. The Client shall only reimburse the Goods and Services Tax (GST) payable on the contract value by the consultants, as per Applicable Law in India, subject to the Client, performing such duties in regard to the deduction of taxes as may be lawfully imposed. However, Consultant shall have to produce to the Client, all relevant documents establishing the proof of payment/ filing of return to the tax authority etc.
46.2	The payment schedule: All payments shall be made in Indian Rupees. Payment shall be firm and lump sum basis. SECI shall pay to Owner's Engineer within sixty (60) days after the receipt of the deliverable(s) and the cover invoice for the related lump-sum stage payment. The

payment can be withheld if SECI does not approve the submitted deliverable(s) as satisfactory in which case the SECI shall provide comments to the Owner's Engineer within the same sixty (60) days period. The Owner's Engineer shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. The various stages of payment shall be as per following.

Scope	Milestone	Payment (% of quoted amount)
A. Mobilization of adequate manpower at site post site handover meeting	Mobilization of site manpower as per the proposal	5%
B. Design Review Review of full project design, with review of individual Solar & Storage components. Creation of Major Drawing List and checking and clearing individual drawings as per list for each technology.		25%
Completion of solar component review	50 % of Major Drawing List (MDL) including Plot Plan, SLD, GA, Electrical LT side design.	10%
	Balance of MDL	5%
Component of BESS review	100% of design clearance	10%
C. Site Supervision including factory Inspection		60%
Equated monthly payments for each of 18 months	Monthly for 18 months	45%

	<i>Project Commissioning and completion of punch point items and project Commercial Operation Date (COD)</i>	<i>Achievement of COD</i>	<i>15%</i>
	D. Site Supervision during O&M stage	Quarterly payment on submission and acceptance of Quarterly Site Operations Review Report	10%
In case of any milestones delayed due to DESIGN, SUPPLY & INSTALLATION (DSI) contractor, then 50% of respective milestone payment shall be paid by SECI after detailed assessment and remaining amount shall be paid after meeting the milestone.			
46.2.1	The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) No advance payment is proposed		
46.2.4	The account is: <i>[insert account]</i> for Rs.		
47.1	The interest rate is: 8 % p.a.		
50.1	Disputes shall be settled by arbitration in accordance with the following provisions: 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>Indian Council of Arbitration</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike		

	names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>Indian Council of Arbitration</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>Indian Council of Arbitration</i> (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>Indian Council of Arbitration</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	2. <u>Rules of Procedure.</u> Arbitration proceedings shall be conducted in accordance with the procedure of the Arbitration & Conciliation Act 1996, of India. 3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a recognized legal or technical expert with extensive experience in relation to the matter in dispute.
	5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in the city where the contract is signed; (b) the English language shall be the official language for all purposes;

	(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. (d) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Indian Council of Arbitration (e) The Arbitrator should give final award within 180 days of starting of the proceedings. (f) Performance under the contract shall continue during the arbitration proceedings and payments due to the consultant by the Client shall not be withheld, unless they are the subject matter of the arbitration proceedings.
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 46.2.3 of this Contract.”]

Model Form I

Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in Rs.)

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

Signature

Date

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

Not Used

APPENDIX E - CODE OF CONDUCT FOR EXPERTS

FORM FOR JV

FORM OF LETTER OF INTENT BY JV PARTNERS TO ENTER INTO JV AGREEMENT

THIS LETTER OF INTENT signed 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 permitted assigns) 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 permitted assigns) 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 and permitted assigns) for the purpose of making a bid and entering into a contract
 [hereinafter called the “Contract” {in case of award)] against the Specification No.....for
 _____ (Package) _____ associated with _____ of Solar
 Energy Corporation of India (SECI) Limited., having its Registered Office at D – 3, 1st Floor, Wing –
 A, Prius Platinum Building, District Centre, Saket, New Delhi – 110017, India (hereinafter called the
 ‘**Employer**’)

WHEREAS the Party No.1, Party No.2 and Party No.3 intend to enter into a Joint Venture Agreement

AND WHEREAS the Employer invited bids as per the above mentioned Specification for the
 stipulated in the Rfp documents under _____
 associated with _____.

AND WHEREAS ‘Qualification Requirement of the Consultants’, Section on Evaluation and
 Qualification Criteria forming part of the bidding documents, inter-alia, stipulates that two or more
 qualified partners, meeting the requirements of ‘Qualification Requirement of the Consultant’,
 Section-Evaluation and Qualification Criteria, as applicable may bid, provided, they submit a Letter
 of Intent to enter into Joint Venture Agreement and the Joint Venture Partners fulfill all other
 requirements under ‘Qualification Requirement of the Consultant’, Section on Evaluation and
 Qualification Criteria and in such a case, the Letter of Bid (Bid Form) shall be signed by all the
 proposed partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and
 severally liable to perform the Contract by entering into Joint Venture Agreement as per proforma
 specified in this Section. Bidding Forms of the Bidding Documents which will be legally binding on
 all partners and all obligations hereunder.

*The above clause further states that this Letter of Intent shall be attached to the bid and the Contract
 performance guarantee will be as per the format enclosed with the bidding document 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 Letter of Intent between all the parties; under these presents and the bid in
 accordance with the requirements of ‘Qualification Requirement of the Consultant’, Section on
 Evaluation and Qualification Criteria, 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 Letter of Intent do hereby
 declare and undertake:

-
7. 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 for which we shall enter into Joint Venture Agreement as per proforma specified which will be legally binding on all partners:

 7. If the Contract is awarded to Joint Venture then in case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) will 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.

 7. 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(s) of these presents will 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(s), 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.

 7. The financial liability of the Parties of the Deed of Undertaking to the Employer in the event of award of Contract on the Joint Venture, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the 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 the Deed of Undertaking.

 7. It is expressly understood and agreed between the Parties to this Letter of Intent that the responsibilities and obligations of each of the Parties shall be suitably appended by the Parties along with Letter of Intent in its bid). 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 in the event of award on Joint Venture.

 7. It is also understood that this Letter of Intent 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 if awarded and that this Letter of Intent 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 Letter of Intent or on the Joint Venture, other than the express provisions of the Contract.

 7. ***This Letter of Intent shall be construed and interpreted in accordance with the provisions of the Contract.***

 7. ***In case of an award of a Contract, we the parties to this Letter of Intent do hereby agree that we shall enter into Joint Venture Agreement as per proforma specified in this Section which will be legally binding on all partners and 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.

7. It is further agreed that this Letter of Intent shall be irrevocable and shall form an integral part of the bid. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Letter of Intent 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:

7.

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

(Signature of the authorized
representative)

Designation

Signature

WITNESS:

7.

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

Designation

Signature

(Signature of the authorized
representative)

WITNESS:

7.

II.
