

SELECTION OF CONSULTANT

REQUEST FOR PROPOSALS

RFP No.: SECI/C&P/OP/17/009/2023-24

CONSULTING SERVICES FOR

**THE SELECTION OF CONSULTANCY FIRM FOR
OWNERS ENGINEER (OE) SERVICES FOR 100 MW (AC)
SPV PROJECT ALONG WITH 40 MW/120 MWH BESS AT
RAJNANDGAON, CHHATTISGARH AND 100 MW (AC)
FSPV PROJECT AT GETALSUD, JHARKHAND**

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

COUNTRY: INDIA

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

Issued on: 10th June, 2023

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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:

- a) 100 MW (AC) Solar PV Project (160MWp DC capacity) along with 40MW/120 MWh Battery Energy Storage System at district Rajnandgaon, Chhattisgarh, India during Testing, Commissioning and Operations of the facility under Innovations in Solar Power & Hybrid Technologies Project in India.
- b) 100 MW (AC) Floating Solar PV Project on the Getalsud reservoir in Ranchi district of the state of Jharkhand 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/OP/17/009/2023-24

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

Location and Date: New Delhi, India, 10/06/2023

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”): for the Selection of Consultancy Firm for Owners Engineer (OE) Services for 100 MW (AC) SPV Project along with 40 MW/120 MWh BESS at Rajnandgaon, Chhattisgarh and 100 MW (AC) FSPV Project at Getalsud, Jharkhand. 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

6th Floor, Plate-B, NBCC Office Block Tower-2,

East Kidwai Nagar, New Delhi-110023

Telephone: 011 24666231, Extension 231

E mail: sandeeprana@seci.co.in

Section 2. Instructions to Consultants and Data Sheet

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Instructions to Consultants

A. General Provisions

<p>1. Definitions</p>	<p>(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.</p> <p>(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.</p> <p>(c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</p> <p>(d) “Borrower” means the Government, Government agency or other entity that signs the [loan/financing/grant¹] agreement with the Bank.</p> <p>(e) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.</p> <p>(f) “Client’s Personnel” is as defined in Clause GCC 1.1 (e).</p> <p>(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.</p> <p>(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).</p> <p>(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.</p>
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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]

	<p>(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.</p> <p>(k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(l) “Government” means the government of the Client’s country.</p> <p>(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.</p> <p>(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.</p> <p>(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> <p>(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.</p> <p>(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.</p> <p>(r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.</p> <p>(t) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p>
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	<p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(x) “Owner's Engineer” means an independent firm (Organization, Consultant, Company) that engages in the business of providing professional services to protect Project Owner/Investor interests by ensuring that the technical, commercial and construction works carried out by the Engineering, Procurement and Construction Contractors engaged by the Owner adhere to the project specifications. Its functions include, but may not be limited to: Project Evaluation, Feasibility and Planning reviews, Contract reviews, Monitoring of Construction progress, monitoring of equipment and material compliance with specifications, Engineering design and planning reviews, Schedule Analysis and Optimization, Equipment Commissioning and Verification Test, Operational and Maintenance Review, Cost/Benefit Analysis, General reporting to owner.</p> <p>(y) “Lender's Engineer” means an independent firm (Organization, Consultant, Company) that engages in the business of providing professional services to protect the interests of Banking/Financing Institution interests by ensuring that the technical, commercial and construction works carried out by the Engineering, Procurement and Construction Contractors engaged by the Owner adhere to the project (which the financing institution has financed) specifications. Its functions include, but may not be limited to: Project Evaluation, Feasibility and Planning reviews, Contract reviews, Monitoring of Construction progress, monitoring of equipment and material compliance with specifications, Engineering design and planning</p>
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	<p>reviews, Schedule Analysis and Optimization Equipment Commissioning and Verification Test, Operational and Maintenance Review, Cost/Benefit Analysis, General reporting to Banking/Financing Institution.</p> <p>(z) “Implementation support consultant” means an independent firm (Organization, Consultant, Company) that engages in the business of providing professional services to protect Project Owner/Investor interests by ensuring that the technical, commercial and construction works carried out by the Engineering, Procurement and Construction Contractors engaged by the Owner adhere to the project specification. Its functions include, but may not be limited to: Project Evaluation, Feasibility and Planning reviews, Contract reviews, Monitoring of Construction progress, monitoring of equipment and material compliance with specifications, Engineering design and planning reviews, Schedule Analysis and Optimization Equipment Commissioning and Verification Test, Operational and Maintenance Review, Cost/Benefit Analysis, General reporting to owner.</p>
2. Introduction	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

3. Conflict of Interest	<p>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.</p> <p>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.</p> <p>3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
a. Conflicting Activities	<p>(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.</p>
b. Conflicting Assignments	<p>(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.</p>
c. Conflicting Relationships	<p>(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</p>

	<p>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.</p>
4. Unfair Competitive Advantage	<p>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.</p>
5. Fraud and Corruption	<p>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.</p> <p>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.</p>
6. Eligibility	<p>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.</p> <p>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.</p> <p>6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:</p>
a. Sanctions	<p>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</p>

	<p>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.</p>
b. Prohibitions	<p>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:</p> <ul style="list-style-type: none"> (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	<p>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.</p>
d. Restrictions for Public Employees	<p>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:</p> <ul style="list-style-type: none"> (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	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>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).</p> <p>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).</p>
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