

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

S. No.	Section	Page No.	Clause	Original Version	Amendment
1	SECTION VII SPECIAL CONDITIONS OF CONTRACT (SCC)	91	GCC clause 15	<p><b>15. PAYMENT TERMS</b></p> <p>15.1 Payment due to the Contractor/Agency shall be made by the Owner by mode of e-Banking. In all cases, the Contractor/Agency shall present his bill duly pre-receipted on proper revenue stamp &amp; payment shall be made in Indian Currency only. The invoice shall be raised in favour of “Solar Energy Corporation of India Limited”.</p> <p>15.2 Payment will be made according to the actual executed quantities w.r.t. the Schedule of Rates (SOR)/Price bid attached in Format-VI only.</p> <p>15.3 Upon achievement of milestones, invoices should be submitted with supporting documents for certification by the Engineer-in-Charge from SECI.</p> <p>15.4 Payment shall be released by SECI within 30 days from receiving the certified invoice.</p> <p>15.5 All travel/transport and lodging arrangements for their personnel, including arrangement of any travel permits, are in the scope of the bidder.</p> <p>15.6 In general, payment of final bill shall be made to Contractor/Agency within 30 days of the submission of bill, after completion of all the obligations under the Contract against the final completion.</p> <p>15.7 Receipt for payment made on account of work when executed by a company, must be signed by a person holding due power of attorney in this</p>	<p><b>15. PAYMENT TERMS</b></p> <p>15.1 Interest bearing initial advance (OPTIONAL) of 15% of the Contract Value shall be released to the consultant upon receipt of unconditional acceptance of LoA, detailed Performa invoice of consultant and against submission of unconditional &amp; irrevocable Advance Bank Guarantee (ABG) with a validity period up to date of final report submission total amounting to 110% of total advance amount. The ABG needs to be submitted in addition to the Contract Performance Security. The annual interest rate shall be calculated based on SBI one-year MCLR as applicable on the date of payment of advance. If Successful Bidder has opted for advance then, Fifteen percent (15%) (Full amount of advance) shall be adjusted while making payments of milestone S. No. 2 (Completion of Field work). Also, up-to-date accrued interest shall also be recovered.</p> <p>However, the Non-profit/autonomous bodies/institutes under any ministry of government of India shall be exempted from submission of unconditional &amp; irrevocable Advance Bank Guarantee (ABG) and other bidders including PSUs/Private organisations shall have to submit unconditional &amp; irrevocable Advance Bank Guarantee (ABG).</p>

respect on behalf of the Contractor/Agency, except when the Contractor/Agency's are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

Notes:

- i. Payment shall be made against submission of Original Invoice subject to verification & acceptance by SECI and no advance payment will be allowed.
- ii. All the payment shall be released from Owner's Head Office, SECI, New Delhi, upon submission of Original Documents as mentioned.
- iii. Bidder/Agency must quote the price in enclosed price formats only. The formats shall not be changed and/ or retyped. For any deviation to the Financial Proposal format, proposal is liable for rejection.
- iv. Any variation or change in the quantity of the work shall be paid only after the confirmation from SECI official in written.
- v. Payment will be released through RTGS/NEFT/IMPS in the name of Bidder/Agency after statutory deductions (if any).

15.2 In case the Interest-bearing initial advance (OPTIONAL) of 15% of the Contract Value is not availed by the contractor, then this 15% payment amount will be payable along with the payment of milestone S. No. 2 (Completion of Field work).

15.3 Payment due to the Contractor/Agency shall be made by the Owner by mode of e-Banking. In all cases, the Contractor/Agency shall present his bill duly pre-receipted on proper revenue stamp & payment shall be made in Indian Currency only. The invoice shall be raised in favour of "Solar Energy Corporation of India Limited".

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15.7 All travel/transport and lodging arrangements for their personnel, including arrangement of any travel permits, are in the scope of the bidder.

15.8 In general, payment of final bill shall be made to Contractor/Agency within 30 days of the submission of bill, after completion of all the obligations under the Contract against the final completion.

15.9 Receipt for payment made on account of work when executed by a company, must be signed by a person holding due power of attorney in this

<b>Payment Eligibility</b>	<b>Milestone</b>
50% of total payment	On submission of draft reports and acceptance of same for submission of final reports
50% of total payment	On submission of final reports

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<b>S. No.</b>	<b>Event/Activity/Milestone</b>	<b>Payment</b>
1	Mobilisation advance	15 %

					2	Completion of field work	15 %																																								
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2	SECTION VII SPECIAL CONDITIONS OF CONTRACT (SCC)	92		<p><b><u>Project Timeline:</u></b></p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Event</th> <th>Timeline</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Acceptance of letter of award (LoA)</td> <td>Zero Date (Z)</td> </tr> <tr> <td>2</td> <td>Team mobilization</td> <td>Z + 10 days</td> </tr> <tr> <td>3</td> <td>Field work</td> <td>Z + 45 days</td> </tr> <tr> <td>4</td> <td>Draft ESIA Report</td> <td>Z + 75 days</td> </tr> <tr> <td>5</td> <td>Final ESIA Report</td> <td>Z + 90 days</td> </tr> </tbody> </table> <p>Note: The above mentioned project timelines are subject to fair weather working conditions having a clear working window available.</p>	Sl. No.	Event	Timeline	1	Acceptance of letter of award (LoA)	Zero Date (Z)	2	Team mobilization	Z + 10 days	3	Field work	Z + 45 days	4	Draft ESIA Report	Z + 75 days	5	Final ESIA Report	Z + 90 days	<p><b><u>Project Timeline:</u></b></p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Event/Activity/Milestone</th> <th>Timeline</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Award of Work (LoA)</td> <td>Z (Zero Day)</td> </tr> <tr> <td>2</td> <td>Mobilisation on site</td> <td>Z+10 days</td> </tr> <tr> <td>3</td> <td>Completion of field work</td> <td>Z+60 days</td> </tr> <tr> <td>4</td> <td>SIA draft report</td> <td>Z+70 days</td> </tr> <tr> <td>5</td> <td>SIA final report + EIA initial report</td> <td>Z+90 days</td> </tr> <tr> <td>6</td> <td>EIA draft report</td> <td>Z+210 days</td> </tr> <tr> <td>7</td> <td>EIA final report</td> <td>Z+240 days</td> </tr> </tbody> </table> <p>Note: The above-mentioned project timelines are subject to fair weather working conditions having a clear working window available.</p>	S. No.	Event/Activity/Milestone	Timeline	1	Award of Work (LoA)	Z (Zero Day)	2	Mobilisation on site	Z+10 days	3	Completion of field work	Z+60 days	4	SIA draft report	Z+70 days	5	SIA final report + EIA initial report	Z+90 days	6	EIA draft report	Z+210 days	7	EIA final report	Z+240 days
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3	SECTION IV BID DATA SHEET	67	Contract Performance Security (ITB clause 15)	<p><b><u>15. CONTRACT PERFORMANCE SECURITY</u></b></p> <p>15.1 Against the contract of the project, within 30 (Thirty) days from the issuance of the Notification of Award/Work Order from SECI, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security as per Format attached and which shall be for INR 4,50,000 (INR Four Lakh Fifty Thousand only) and shall be valid</p>	<p><b><u>15. CONTRACT PERFORMANCE SECURITY</u></b></p> <p>15.1 Against the contract of the project, within 30 (Thirty) days from the issuance of the Notification of Award/Work Order from SECI, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security as per Format attached and which shall be for INR 4,50,000 (INR Four Lakh Fifty Thousand only) and shall be valid up to 11 (Eleven)</p>																																										

			<p><b>up to 06 (Six) months from the date of issue of award.</b> The Contract Performance Security shall be in the form of either Banker’s Cheque or Demand Draft or Bank Guarantee or NEFT and shall be in the currency of the Contract and will be issued in the name of the owner (Solar Energy Corporation of India Limited).</p> <p>Bank Guarantee towards Contract Performance Security shall be from any scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 500 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.</p> <p>The Contract Performance Security may also be submitted in the form of ‘crossed payee accounts only’ Demand Draft/ Banker’s Cheque in favour of “Solar Energy Corporation of India Limited”.</p> <p>15.2The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as the Contract Performance Security submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As</p>	<p><b>months from the date of issue of award.</b> The Contract Performance Security shall be in the form of either Banker’s Cheque or Demand Draft or Bank Guarantee or NEFT and shall be in the currency of the Contract and will be issued in the name of the owner (Solar Energy Corporation of India Limited).</p> <p>Bank Guarantee towards Contract Performance Security shall be from any scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, in case of Bank Guarantees from Banks other than the Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 500 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.</p> <p>The Contract Performance Security may also be submitted in the form of ‘crossed payee accounts only’ Demand Draft/ Banker’s Cheque in favour of “Solar Energy Corporation of India Limited”.</p> <p>15.2 The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as the Contract Performance Security submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for</p>
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soon as the total executed value is likely to burst the ceiling of awarded contract price, the bidder should furnish additional Contract Performance Security on proportionate basis of the percentage for the additional amount in excess to the original contract value. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.

15.3 Further, any delay beyond 30 (Thirty) days shall attract interest @ 1.25% per month on the total Contract Performance Security amount, calculated on pro-rata basis accordingly. Owner at its sole discretion may cancel the WO/NOA, in case Contract Performance Security is not submitted within 40 (Forty) days from issuance of WO/NOA. However, total project completion period shall remain same. Part Security shall not be accepted.

15.4 If the bidder or their employees or the bidder's agents and representatives shall damage, break, deface or destroy any property belonging to the Employer or others during the execution of the Contract, the same shall be made good by the bidder at his own expenses and in default thereof, the Engineer-in-Charge may cause the same to be made good by other bidders and recover expenses from the bidder (for which the certificate of the Engineer-in-Charge shall be final).

15.5 All compensation or other sums of money payable by the bidder to the Owner under terms

additional Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the bidder should furnish additional Contract Performance Security on proportionate basis of the percentage for the additional amount in excess to the original contract value. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.

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				<p>of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the bidder by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the bidder shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.</p> <p>The Contract Performance Guarantee (CPG) submitted shall be released to the contractor without any interest not later than 90 days after the successful completion of the contract subject to the approval and acceptance by the owner (Solar Energy Corporation of India Limited).</p>	<p>15.5 All compensation or other sums of money payable by the bidder to the Owner under terms of this Contract may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the bidder by the Owner of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the bidder shall within 10 (Ten) days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the Owner for sum deposited as Contract Performance Security.</p> <p>The Contract Performance Guarantee (CPG) submitted shall be released to the contractor without any interest not later than 90 days after the successful completion of the contract subject to the approval and acceptance by the owner (Solar Energy Corporation of India Limited).</p>
4	SECTION I INVITATION FOR BIDS (IFB)	8	COMPLETION/ CONTRACT PERIOD	03 (Three) months from the date of Notification of Award (NOA)/ Work Order (WO).	8 (Eight) months from the date of Notification of Award (NOA)/ Work Order (WO).

**PROFORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT**

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

Bank Guarantee No.: .....

Date: .....

NOA/ Contract No.....

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

To:

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

Dear Sir / Madam,

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

(or)

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

Whereas, in accordance with the terms of the said Contract, the Owner has agreed to pay or cause to be paid to the Contractor/consultant an interest bearing Advance Payment against furnishing of an irrevocable bank guarantee for an amount of ..... *(Amount in figures and words)* ..... which is equal to 110% of the amount of Advance Payment.

By this letter, we, the undersigned, ..... *(insert name & address of the issuing bank)* ....., a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/ Head Office at ..... *(insert address of registered office of the bank)* ..... do hereby irrevocably guarantee repayment of ..... *(Amount of the bank guarantee in figures and words)* ..... upon the first demand of the Employer without cavil or argument in the event that the Contractor/consultant fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever.

Provided always that the Bank's obligation shall be limited to the amount of this Bank guarantee or an amount equal to the outstanding balance of the Advance Payment and the accrued interest on the Advance Payment, taking into account such amounts, which have been repaid by the Contractor/consultant from time to time in accordance with the terms of payment of the said Contract, as certified by you.

This Guarantee shall remain in full force from the date upon which the said Advance Payment is received by the Contractor up to its period of validity. This Guarantee may be extended from time to time, as may be desired by M/s Solar Energy Corporation of India Limited on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity, up to and inclusive of ..... (dd/mm/yy).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_ (value in figures) \_\_\_\_\_ [\_\_\_\_\_ (value in words) \_\_\_\_\_].
2. This Bank Guarantee shall be valid up to \_\_\_\_\_ (validity date) \_\_\_\_\_.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before \_\_\_\_\_ (validity date) \_\_\_\_\_.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

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

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

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

email \_\_\_\_\_

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

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

email \_\_\_\_\_

**Note:**

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