SELECTION OF CONSULTANT

REQUEST FOR PROPOSALS (DIRECT RFP WITHOUT EOI)

RFP No.: SECI/C&P/MI/00/0013/2025-26

Consulting Services for: DEVELOPMENT OF SECI'S BUSINESS PLAN

Client: SOLAR ENERGY CORPORATION OF INDIA LIMITED (SECI)

Country: INDIA

Project: Innovations in Solar Power & Hybrid Technologies Project in

India

Issued on: 20.08.2025

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PART I

Section 1. Letter of Invitation

Letter of Invitation Consulting Services

Name of Assignment: Engagement of a Consultant for Development of SECI's Business

Plan

RFP Reference No.: SECI/C&P/MI/00/0013/2025-26

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

Location and Date: New Delhi dated 20.08.2025

Dear Mr. /Ms.:

- 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"): **Engagement of a Consultant for Development of SECI's Business Plan**. 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 STP 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 Deputy General Manager (DGM) 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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[Notes to the Client: this part of Section 2, Instructions to Consultants, shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Client" should be deleted from the final RFP issued to the Consultants].

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 [loan/financing/grant¹] 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

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]

- supplement, but not to over-write, the provisions of the ITC.
- (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, Subconsultant 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 Subconsultant 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.
	((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	(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 .
	a s r F	The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as pecified in the Data Sheet , for consulting services equired for the assignment named in the Data Sheet . The Proposal will be the basis for negotiating and ultimately igning the Contract with the selected Consultant.
	le tl c a	The Consultants should familiarize themselves with the ocal conditions and take them into account in preparing heir Proposals, including attending a pre-proposal onference if one is specified in the Data Sheet . Attending my such pre-proposal conference is optional and is at the Consultants' expense.
	r	The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports equired for the preparation of the Consultant's Proposal as pecified in the Data Sheet .
3. Conflict of Interest	o C v	The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and cting 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) Conflict between consulting activities and procurement of goods, works or non-consulting services: 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) Conflict among consulting assignments: 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) Relationship with the Client's staff: 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 Bankfinanced 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.
a. Sanctions	6.2.1 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	6.2.2 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	6.2.3 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	6.2.4 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	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet .	
Proposal	 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 16.4 The Consultant may express the price for its Services in **Proposal** 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 16.5 Payment under the Contract shall be made in the currency **Payment** or currencies in which the payment is requested in the Proposal. C. Submission, Opening and Evaluation 17. Submission, 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in Sealing, and Marking of accordance with ITC 10 (Documents Comprising **Proposals** 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. 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

prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked

made from the signed original. If there are discrepancies between the original and the copies, the original shall

- "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 19.1 The Client's evaluation committee shall conduct the **Technical** opening of the Technical Proposals in the presence of the **Proposals** 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 20.1 Subject to provision of ITC 15.1, the evaluators of the **Evaluation** 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 21.1 The Client's evaluation committee shall evaluate the **Technical** Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the **Proposals** 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 22.1 Following the ranking of the Technical Proposals, when **Proposals for** the selection is based on quality only (QBS), the top-ranked **QBS** 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 After the technical evaluation is completed and the Bank 23.1 **Financial** has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered Proposals (for QCBS, FBS, and non-responsive to the RFP and TOR or did not meet the LCS methods) 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: 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; provide information relating to the Consultant's (ii) overall technical score, as well as scores obtained for each criterion and sub-criterion; 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 24.1 Activities and items described in the Technical Proposal **Errors** 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 24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) Contracts

	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
c. Financial	27.6	of the initial evaluation be affected. The negotiations include the clarification of the
Negotiations		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.

Contract Award Notice

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	31.1	The	procedures	for	making	a	Procurement-related
Related	Complaint are as specified in the Data Sheet .						
Complaint							

Section 2. Instructions to Consultants

E. Data Sheet

["<u>Notes to Client</u>" shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the Consultants]

[E-procurement clauses currently included in this Data Sheet are model clauses only, and these should be fine-tuned/ modified for the specific e-procurement system being used by the Borrower. Instructions for completing the Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITC.]

ITC Referenc e	A. General
1 (f)	Replace ITC 1 (f) with the following:
	""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."
1 (g)	"Consultant" means a legally-established & registered Professional consulting Company that provides the Business Plan related Consultancy Services to the Client under the Contract.
1 (h)	Replace ITC 1 (h) with the following:
	""Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents and the Appendices."
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:

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.

DOCUMENTS COMPRISING THE PROPOSAL

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) Copy of Board Resolution
- (c) Recorded Presentation in the Pen-drive as per the structure mentioned in the RfP.
- (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.

Consultant shall also upload the scanned copies of all the above-mentioned original documents during online Proposal Submission as a part of First envelope.

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).

1(n) JVs/Consortiums: Not Applicable

2.1 Name of the Client: Solar Energy Corporation of India Limited (SECI).

	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: Engagement of a Consultant for Development of SECI's Business Plan
2.3	A pre-proposal conference will be held: Yes
	Date: 28.08.2025
	Time: 11:00 AM IST
	Venue: 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023
	Telephone: +91-11-24666-293
	E-mail: arya.sharma@seci.co.in
	Contact person/conference coordinator:
	Arya Sharma, Senior Engineer, Contracts & Procurement
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	Eligibility
	i. The Bank permits consultants from all countries to offer consulting services for Bank-financed projects. The consultant should be a company meeting the Technical and Financial eligibility requirement (s) as set forth in this section. However, the consultants against whom sanction/debarment/blacklisting for conducting business is imposed, are not allowed to participate.

ii. In case of registered Companies, the respective copies of Certificate of Incorporation (CoI), Article of Association (AoA), and Memorandum of Association (AoA) with respect to their countries of registration shall be provided along with the bid documents. 111. It shall be the sole responsibility of the consultant to inform Owner in case the consultant is debarred from bidding by any organization/Country. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Consultants. iv. The Consultants should not be under any liquidation court receivership or similar proceedings on the due date of submission of bid. v. Consultants in individual capacity, Limited Liability Partnerships, Proprietorships, Partnerships, NGOs, Charitable Trusts, and Educational Societies are not allowed to participate in the bidding process (either individually or in Joint Venture/Consortium). 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: SIMPLIFIED TECHNICAL PROPOSAL (STP): (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-4 (4) TECH-5

	(5) TECH-6
	AND
	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 180 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.
- Re-submission of the proposal is allowed on or before the deadline for submission of proposals, if withdrawn.

14.1.2 Estimated input of Key Experts' time-input: <u>56 man-months.</u>

(do not use for Fixed Budget method) A tentative person-month's estimate sheet for Engagement of a Consultant for Development of SECI's Business Plan is attached below as <u>Annexure-D</u> 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 Consultant for the Preparation of Business Plan. Any additional Manpower contingency should be planned by the consultants in their proposals.
14.1.3 for time-based	Not Applicable
contracts only	
14.1.4 and 26.2	Not Applicable
use for Fixed Budget method	
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: STP. Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;
	(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 and provisional or fixed sums (if any)
16.2	Delete from ITC 16.2, the following: 'foreign and/or'.

A price adjustment provision applies to Contract Price:

No price adjustment is applicable for initial duration of the Contract (4+12=16 months) and any extension till further 4 months. In case the Contract is delayed further (beyond 20 months), following formula will apply for price adjustment (only for pending payment milestones):

$$R_l = R_{lo} \times \frac{I_l}{I_{lo}}$$

where

 R_l is the adjusted Contract Price (only for pending payment milestones); R_{lo} is the Original Contract Price (only for pending payment milestones);

 I_l 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); and

I_{lo} 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

After this, contract price will be adjusted every quarter

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

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 in the **Data Sheet**. 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 in the **Data Sheet**, 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 in the **Data Sheet**."

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.

[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-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: ____day/month/year [for example, 15 January 2020]

Time: ____ [insert time in 24h format, for example, "16:00 local time"]

17.5 *None*

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.

	19.2At 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: Technical proposal will be opened on the e-procurement portal by the Client's Evaluation Committee at the date and time indicated below.
	Date:, same as the submission deadline indicated in 17.4.
	Time: 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
	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
	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 STP]	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.

Technical Mandatory Criteria

1. The consultant must have experience of having successfully executed "Similar Nature of Work," during the last 7 (seven) years i.e. the current financial year and the last seven financial years, as on the last date of the RfP submission, as detailed below:

One completed similar nature of work each costing not less than INR 196 Lakh,

OR,

Two completed similar nature of works each costing not less than INR 122 Lakh,

OR,

Three completed similar nature of works each costing not less than INR 98 Lakh.

Documents Required (Documents to be uploaded with Bid): Purchase/ Work Order copy with Schedule of Rates/ Scope of Works and Completion certificate, Performance/Feedback certificates indicating the scope & cost of the project, by end client with executed value, date of completion of the job and reference work order number.

Note: In case of works done as a sub-contractor to main contractor, the bidder has to also submit a certificate from the end user / owner / consultant of the owner acting as Engineer In Charge (EIC), stating that the main contractor has intimated them about the engagement of sub-contracting OR have been allowed/permitted as a sub-contractor.

Definition of Similar Nature of Work

"Preparation of Business Plan/Strategic Plan/Vision document for achieving the organization's strategic goals, including development of implementation plan for the identified opportunities as part of Business Plan/Strategic Plan including development of implementation plan for project development on Capex Mode by the organization."

Similar Nature of Works also includes

- a. Preparation of Business Plan and other similar corporate strategy, corporate plan assignments undertaken for Power sector companies.
- b. Strategic assignments which include identifying the target opportunities, carrying out financial and sensitivity analysis for the identified opportunities, gap identification and establishing monitoring mechanism (reference scope of work), for implementation of the identified opportunity.

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

• The jobs executed by a Consultant for its Subsidiary or Holding Company or Parent Company or Affiliate will be considered as experience for the purpose of meeting this Criteria. Such Subsidiary or Holding Company or Parent Company or Affiliate may be Domestic or Foreign entities also.

Financial Mandatory Criteria:

1. Minimum Average Annual Turnover (MAAT) of the consultant in the last three financial years (FY 2021-22, 2022-23 & 2023-24) should be INR 98,00,000/- (Indian Rupees Ninety-eight lakhs only). MAAT shall mean Revenue from Operations as incorporated in the profit & loss account excluding other income, e.g. sale of fixed assets. The mentioned accounting period is mentioned for the Indian Companies accordingly. However, in case the financial credentials are being produced by the consultant/bidder on behalf of its foreign entities, the respective Accounting Period/calendar year pertaining to that particular entity's Country, would be accordingly considered.

Following documents are required in support of the above criteria:

- a) A summarized sheet of average turnover, certified by a practicing Chartered Accountant/Statutory Auditor should be compulsorily enclosed along with corresponding annual accounts.
- b) Audited financial results i.e. Annual Report including Audited Balance Sheet and Profit & Loss Account Statement for immediate three preceding financial years to meet the above Financial Eligibility Criteria. In case of tenders having the submission deadline up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant

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

c) In case of foreign companies, if the annual accounts are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Consultant.

For meeting the above financial eligibility criteria, if the data is provided by the consultancy in a foreign currency, equivalent Indian Rupees will be calculated by the Consultant using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year. In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (USD) as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion.

Part B: Evaluation Criteria

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

The Bidder's Technical Proposal (TP) for Development of SECI's Business Plan 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:

S. No.	Criteria for technical parameters	Max. Marks
A.	Specific experience of the firm	28
В.	Financial Creditability	08
C.	Approach & Methodology, work plan and understanding of Terms of Reference (ToR): Recorded Presentation in the Pen Drive	30
D.	Qualification and relevant experience of Key personnel for the assignment.	34
	Total Marks	100
	Pass Marks	70

Methodology for Calculating Technical Marks specified as below:

S.	Criteria	Units/	Max	Marks	Documents
No		Parameter	Mark		Required
		s	s		
Α.	Specific		28		
	experience of the				
	firm				
i.	Number of "Similar			4 marks	Supporting
	Nature of Work,"			for each	Documents to
	completed during			Work	be submitted
	the last 7 (seven)	Nos.	28	Order >=	substantiating
	years i.e. the	1105.	20	INR 196	the value of
	current financial			Lakh,	each work
	year and the last				order, the value
	seven financial			3.5 mark	should be more
	years, as on the last			for each	than the
	date of the RfP			Work	amount
	submission			Order	mentioned
				with value	above
	a. Preparation of			of <= 196	
	Business Plan and			Lakh &	(Ongoing
	other similar			>= 122	assignments
	corporate strategy,			Lakh,	shall not be
	corporate plan			3 marks	considered)
	assignments			for each	
	undertaken for			Work	
	power sector			Order	
	companies (no. of			with value	
	projects).			of <= INR	
	b. Strategic			122 Lakh	
	assignments which			122 Dakii	
	assignments which				

include identifying	& >= INR
the target	98 Lakh,
opportunities,	
carrying out	Maximum
financial and	28 marks
sensitivity analysis	
for the identified	
opportunities, gap	
identification and	
establishing	
monitoring	
mechanism	
(reference scope of	
work), for	
implementation of	
the identified	
opportunity.	
Credentials of only	
completed projects	
shall be considered	
for evaluation.	
Bidders/Consultant	
s shall submit the	
successful work	
completion	
certificates from the	
client for the	
projects executed	

В.	Overall Financial		08		
	Strength				
i.	Highest annual			>=98	Supporting
	Turnover of the	-	0.0	Lakhs &	Documents be
	Bidder during any	₹	08	<196	submitted
	of the preceding			Lakhs:	
	three financial			2 Marks	
	years, ending on			>=196	
	31st March 2024.			Lakhs &	
				<492	
				Lakhs:	
				4 Marks	
				>=492	
				Lakhs &	
				<984	
				Lakhs:	
				6 Marks	
				>=984	
				Lakhs: 8	
~			• •	Marks	
C.	Approach &	Nos.	30		
	Methodology,				
	work plan and				
	understanding of				
	Terms of				
•	Reference (ToR)		10	*C4	A wasandad
i.	Understanding of Scope of		10	*Structur	A recorded
	Scope of Work/ToR			e of recorded	presentation shall be
	VV ULK/ TUIX			recorueu	siiaii be

ii.	Work Plan &	10	PPT is	submitted in a
	Execution		attached	pen drive
	Competence		below	along with the
	indicating timeline			physical
	and methodology			documents of
				the Technical
				Proposal.
iii.	Previous Work	5		
	Experience			
	indicating hurdles			
	in collecting data,			
	completion of			
	financial model,			
	etc. and mitigation			
	thereof.			
iv.	Experience of work	5		
	assignments* with			
	Govt. agencies			
	/PSUs/JVCs of			
	PSUs/Subsidiaries			
	of PSUs {Attach			
	relevant			
	certificates} for			
	Bplan,			
	- *Work			
	assignments			
	would mean			
	preparation of			
	Business	 		

	plans/strategy formulation assignments. 2 case studies to be presented each carrying 2.5 Marks				
D.	Qualification and relevant experience of Key personnel for the assignment.		34		
C.	Team Leader		10		He/She should also have
i.	Years of professional experience Completed 'Similar works' as team leader- Similar Works include Preparation/Updati on of Business Plan and similar strategy formulation assignments	=15 years 16-20 years >20 years =3 nos. 4-5 nos. > 5 nos.		1 3 5 1 3 5	qualification MBA or its equivalent mandatorily. CV to be filled in and certified/attest ed by the individual as well as authorised signatory of the present employer.

C.	Strategy		10		
2	Planning/Financial				
	Expert				
i.	Years of experience	=5 years		1	He/She should
		6-7 years		3	also have
		> 7 years		5	qualification
					MBA or
					equivalent
					mandatorily.
ii.	No of completed	=3 nos.		1	CV to be filled
	consultancy	4-5 nos.		3	in and
	services assignment	> 5 nos.		5	certified/attest
	as Strategy				ed by the
	Planning/Financial				individual as
	Expert.				well as
					authorised
					signatory of
					the present
					employer
C.	Renewable Energy		14		
3	Expert				
i.	Years of experience	=10 years		2	He/ She should
		10-12years		4	also have
		> 12 years		7	qualification
ii.	No of completed	=3 nos.		2	MBA or
	consultancy	4-5 nos.		4	equivalent
	services assignment	> 5 nos.		7	mandatorily.
	in Power &				CV to be filled
	Renewable Sector				
	and completed				in and
 · · · · · ·	<u> </u>				

Total Mark	100			
		emplo	oyer	
		the	pre	sent
		signa	tory	of
		autho	rised	
Planning Expert.		well		as
as Renewable		indivi	idual	as
services assignment		ed	by	the
consultancy		certif	ied/att	test

*Structure of Recorded Presentation

S. No.	Presentation Structure	Out of 20 Marks	Duration (30 mins)
1	Introduction	1	2
2	Understanding of Scope of Work/ToR	1	3
3	Duration and Delivery Plan	1	2
4	Work Plan & Execution Competence indicating timeline and methodology	3	4
5	Detailed Plan for the Phase I- Business Plan preparation	4	6
6	Detailed plan for the implementation phase	4	6
7	Proposed Value Additions other than Scope of Work	2	2
8	Previous Work Experience indicating hurdles in collecting data, completion of financial model, etc. and mitigation thereof	2	2

studies for implementation of lar scope of work preferably at Us/Govt Agencies, including ses faced and measures adopted to vercome and final outcome	2	3					
Proposal of the Organization, which secures <u>less than 70% (seventy percentary</u> marks, will be rejected.							
The CEC will adopt Quality and Cost Based Selection (QCBS) approach for evaluating technical and financial bids. 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. 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.							
Replace second sentence of ITC 22.2 with the following:							
	"All other Financial Proposals shall not be opened."						
	oposals						
l Proposals shall not be opened."	oposals						
l Proposals shall not be opened." Public Opening of Financial Pro	I the Bank has ine through e dered non-resp	-procurement consive to the					
Public Opening of Financial Provith the following: nnical evaluation is completed and eable), the Client shall notify onleants whose Proposals were considered not meet the minimum qualifying	I the Bank has ine through e dered non-resp ng technical so	-procurement consive to the core, advising					
Public Opening of Financial Provith the following: mical evaluation is completed and cable), the Client shall notify onl tants whose Proposals were considered not meet the minimum qualifying: posal was not responsive to the RFF	I the Bank has ine through e dered non-respond technical so and TOR or art's overall technical technical technical technical so	procurement consive to the core, advising did not meet chnical score,					
	ar scope of work preferably at Us/Govt Agencies, including es faced and measures adopted to vercome and final outcome ganization, which secures less that etcd. pt Quality and Cost Based Select and financial bids. Under QCB veightage of 80% while the fin of 20%. owest cost will be given a financial scores that are inversely put technical and financial, shall be cores and adding them up. On the proposal obtaining the highest and cost, the consultant shall be the proposal obtaining the highest and cost will be ranked as H-1 will be invited for maked H-1 will be invited for maked for award of contract.	ar scope of work preferably at Us/Govt Agencies, including es faced and measures adopted to vercome and final outcome ganization, which secures less than 70% (sevented.) pt Quality and Cost Based Selection (QCBS) I and financial bids. Under QCBS, the technic reightage of 80% while the financial proper of 20%. owest cost will be given a financial score of 1 annial scores that are inversely proportional to the technical and financial, shall be obtained by cores and adding them up. On the basis of the proposal obtaining the highest total combiner and cost will be ranked as H-1 followed by arks as H-2, H-3 etc. The proposal securing dealer of award of contract.					

(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 The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. (QCBS only) The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

Sf = 100 x 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

Expected date and address for contract negotiations:

Date: _____

Address: 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

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.

Contract Award Notice

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**: [insert month and year] at: [insert location] 31.1 The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (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. A. K. Naik **Title/position**: ED (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

FORM (Required for STP)	DESCRIPTION	Page Limit
TECH-1	Technical Proposal Submission Form.	
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
Power of Attorney	No pre-set format/form. 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-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)	

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) deleted.
- (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.

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-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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}

- (Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- Work Plan and Staffing. {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 understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. 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) Comments (on the TOR and on counterpart staff and facilities)

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D)						ſ	Months	ns				
14	Deliverables (D)	1	2	3	4	5	6	7	8	9	9 n TOTAL		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.

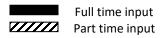
FORM TECH-6

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	1	D-2	D-3			D		Home	lome Field	Total
KEY	EXPERTS	<u>u</u>		<u>.</u>			<u>u</u>	<u> </u>						U.
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home] [Field]	[2 month] [0.5 m]	[1.0] [2.5]		[1.0] [0]		<u></u>					
		20000.7	[i iciu]	[0.5 111]	[2.5]		[U]		-					
K-2									 					
K-3									-					
							-		<u> </u>					
									-					
n							-		 					
	1	4	•			•	1	•		Subtotal				
NON	-KEY EXPERTS												•	•
N-1			[Home]											
IN-T			[Field]											
N-2				 			_	_	-	ļ				
									<u> </u>					
n							+		 	ļ				
	•						,	•		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.



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]		

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

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}
То:	[Name and address of	f Client]	
Dear	Sirs:		
assigr Propo	nment] in accordance wi	<u> </u>	sulting services for [Insert title of dated [Insert Date] and our Technical
25.1 i amou	s and figures}, [Insert ", in the Data Sheet. The es int in words and figure	including"] of all indirect locations in a stimated amount of local indir	of Rs{{
	<u> </u>		in binding upon us, subject to the period of time specified in the Data
		bmission of this Proposal and	y us to an agent or any third party d Contract execution, paid if we are
Na	ame and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
gratui		be paid by us to agents or an	statement: "No commissions or y third party relating to this
	We understand you as	re not bound to accept any Pr	oposal you receive.
	We remain,		
	Yours sincerely,		
	Signature (of Consult	ant's authorized representative	ve) {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

PLEASE REFER AND FILL THE ATTACHED EXCEL SHEET AS "FORM FIN 2"

FORM FIN-3 BREAKDOWN OF REMUNERATION PLEASE REFER AND FILL THE ATTACHED EXCEL SHEET AS "FORM FIN 3"

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) <u>Salary</u> 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) <u>Bonuses</u> 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) <u>Social Charges</u> 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) <u>Cost of Leave</u>. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

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

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) <u>Profit</u> 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:	Country:
Assignment:	Date:
Consultant's Representations Rega	arding Costs and Charges
We hereby confirm that:	
(a) the basic fees indicated in the attached table ar reflect the current rates of the Experts listed which I normal annual pay increase policy as applied to all the	have not been raised other than within the
(b) attached are true copies of the latest pay slips of	of the Experts listed;
(c) the away- from- home office allowances indica agreed to pay for this assignment to the Experts listed;	
(d) the factors listed in the attached table for soc firm's average cost experiences for the latest three y statements; and	
(e) said factors for overhead and social charges do profit-sharing.	o not include any bonuses or other means of
[Name of Consultant]	
Signature of Authorized Representative	Date
Name:	
Title:	

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

(Expressed in Rs.)

Perso	onnel	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								

Expressed as percentage of 1
 Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES PLEASE REFER AND FILL THE ATTACHED EXCEL SHEET AS "FORM FIN 4"

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; (ii) to be a nominated 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.

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 subcontractor, 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.

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.

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

I. Background

About SECI

Solar Energy Corporation of India Ltd (SECI), is a Navratna Central Public Sector Undertaking (CPSU) and the leading Renewable Energy Implementing Agency (REIA) in India. Established in 2011, SECI is dedicated to the development, implementation, and expansion of Renewable Energy (RE) projects to meet India's national and international commitments for sustainable energy transition. SECI's initiatives cover diverse RE technologies such as Solar, Wind, Hybrid, Green Hydrogen, and Energy Storage, among others.

As the foremost REIA in the country, SECI has been instrumental in fostering innovation through unique power offtake models for various technologies i.e., solar, wind, hybrid etc., policy advocacy, and thus resulting in deployment of large scale RE projects with various offtake arrangements such as Round-the-Clock (RTC) power supply, and Firm & Dispatchable RE (FDRE), peak power supply etc. SECI also operates as a Category-I power trader and provides consultancy services to various public and private entities. With a vision to expand its RE portfolio, SECI now aims to establish a diversified long-term strategy for ensuring sustainable growth by adopting multiple strategies including self-development of RE projects.

Guiding Principles for shaping SECI's Strategic Vision for next 5 years i.e., till FY 31:

- Diversify its business portfolio by exploring emerging RE opportunities
- Enhance its role in India's RE landscape through increased CAPEX investments
- Strengthen its financial positioning to meet future operational and working capital requirements, in most competitive terms
- Maintain and safeguard its operating profits in a sustained manner
- Develop strong strategy deployment mechanism along with Planning, Direction, Monitoring and Control measures in place
- Translate SECI's strategic goals/identified opportunity areas into a set of measurable performance objectives, aligning day-to-day work with strategy, prioritizing projects, and measuring progress towards those targets, with identification of departmental and individual level roles and KPIs

II. Request for Proposal (RFP)

Objective of RFP

In its endeavour to drive SECI towards the path of quick capacity addition and making the abovementioned strategic vision a reality, SECI intends to engage a consultant for preparation of **Business Plan** of SECI for the **period FY 26-31** and undertake study with following objectives:

- a) Identifying the Available Opportunities for Growth
 - Establish the long-term visibility of the activities that can be undertaken by SECI
- b) Devising a Strategic Plan for each of the opportunities including the sensitivity analysis
- c) Provide Implementation Plan for the identified opportunities for growth
 - Recommend go to market strategy
 - Identify resource gap including CAPEX, Manpower, Infrastructure, Competitive advantage etc. with solution
 - Risk Identification and mitigation plan
- d) Establish Direction, Monitoring & Control mechanism for implementation of identified opportunities, along with identification and monitoring mechanism for departmental and individual level roles and KPIs
- e) Improve margins in a sustained manner

Thus, SECI invites proposals from qualified consultancy firms to develop a comprehensive **Corporate Business Plan** for achieving the organization's strategic vision for next 5 years. The consultant will be selected through a Quality cum Cost-Based Selection (QCBS) process.

III. Detailed Scope of Work

1) Revisiting Strategic Objectives

- Methodical Revisiting of Vision, Mission, Values

2) Market Analysis

- a. Current Market Dynamics Participants, Structure, Supply Demand Scenario, drivers for demand and supply and market growth, products/contracts in market
- b. Macroeconomic landscape, assessment of past growth trends and outlook on key contributory areas for sectoral growth
- c. Customer Product Matrix
- d. Regulatory, Operational and Market dynamics for various products in market such as Long Term, Short Term, Power Exchange, Ancillary etc. along with trends
- e. Competitor Analysis REIAs, State distribution companies floating tender such as GUVNL, and other Cat 1 Power Traders
- f. Various roles delivered by Power Traders
- g. Growth potential and drivers for growth
- h. Emerging trends & way forward for new products

3) Review of existing business of SECI

- a. Performing "As is, where is" analysis for SECI
- b. Mapping current status & growth potential in existing business segments over next 10 years
- c. Resource mapping Capex, HR, Skill, Process, etc.
- d. Risk Management and Mitigation plan

- e. Potential for advocacy regarding bidding guidelines, to ensure additional opportunity for SECI
- f. Options for inorganic growth
- g. Financials plan/budget for existing business segments

4) <u>Identify new areas for Growth, including products with innovative product offtake construct (PPA/Trade)</u>

- a. Understand the aspirations of SECI in terms of growth and investments
- b. Propose strategic growth plans along with the financial model (Sensitivity Analysis, Revenue, P&L, Balance Sheet, Cashflow etc.) for each of the identified new business segment (aligned with the identified business area), such as
 - i. Capex Projects Roadmap for executing capex projects by SECI in developer mode, along with options for power sale (PSA)/product offerings to be evaluated for such capex projects including BESS projects
 - ii. Possibility for higher margin in power trading businesses such as Captive or market-based models
 - iii. Mapping International Scenario and identify areas for growth for RE companies like SECI including Cross Border Energy Trade.
 - iv. Finalize approach to international business in distant geographies including replicating SECI's existing business model
 - v. Tapping opportunities in decarbonizing the C&I space
 - vi. Trading for Green H2 and its derivatives
 - vii. Upcoming technologies such as such as Small Modular Reactor, Tidal, Thermal storage, LDES, small vertical wind turbines, Graphite storage, and its impact on the current PPA construct
 - viii. Power sale models around distributed generation for paying customers for e.g., govt institutions at remote locations
 - ix. Opportunities for Tie up or JV formulation with international players for new technology adoption

c. Provide following for each of the identified opportunities

- i. Regulatory & Operational dynamics
- ii. Sensitivity analysis along with the key success factors
- iii. Risk Management and Risk mitigation plan
- iv. Baseline assessment or detailed analysis for individual sector/growth drivers
- v. Propose change in institutional framework, if required, and prepare responsibility matrix across departments/agencies
- vi. Resource planning for new opportunities Capex Requirement including fund raise plan, HR, Skill, Advocacy efforts, Go-to market strategy, compliances, procedures, process re-engineering. Opportunities for inorganic growth etc.
- vii. Recommend strategic interventions— Policy & Regulatory, Institutional, Technology-Innovation, Infrastructure, Employment

- viii. Estimate the attractiveness of these opportunities in terms of profitability, scope for expansion and market evolution
- 5) Define Market attractiveness and maturity for each of the identified opportunities
- 6) Make projections for the company's financials encompassing existing and new identified business areas

Key Deliverables

- Strategic Business Plan for achieving SECI's Strategic Vision in next 5 years i.e., till FY 31, addressing the above requirement
- Financial Models for identified opportunities along with Resource Gap Analysis and go to market strategy
- Risk Analysis along with mitigation plan
- Implementation plan for identified opportunities i.e., develop Direction, Monitoring & Control mechanisms along with identification and monitoring mechanism for departmental and individual level roles and KPIs utilising monitoring tools such as Balance Score Card etc.
- Handhold for implementation of the business plan, initially for 1 years on retainership model and this support can be extended for another year subject to satisfactory performance during 1st year and mutual agreement of both the parties, for additional 1 year.

PART II

Section 8. Conditions of Contract and Contract Forms

Lump-Sum Contract. This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.

Lump-sum Form of Contract

CONTRACT FOR CONSULTING SERVICES

CONTRACT No. [insert]

THIS CONTRACT ("Contract") is entered into this [insert starting date of assignment], by and between Solar Energy Corporation of India Limited ("the Client") having its principal place of business at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi-110023, India, and [insert Consultant's name] ("the Consultant") having its principal office located at [insert Consultant's address].

WHEREAS, the Client has received financing from the World Bank which is being used for this contract (and accordingly the relevant provisions of Bank's Procurement Regulations and Anti-Corruption Guidelines shall be applicable to this Contract), and the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
- (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

2. Term

The Consultant shall perform the Services during the period commencing from "Effective Date" i.e., Date of Letter of Award (LoA) of this Contract and continuing through 16 months (Phase 1 of 4 Months for the preparation of the Business Plan + Phase 2 of 12 Months for the implementation part), or any other period as may be subsequently agreed by the parties in writing.

3. Payment A. <u>Ceiling</u>

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of the Contract Value (i.e., total sum of the Remuneration & Reimbursable including GST, as mentioned under FORM FIN-1 & as also enumerated as breakup under FORM FIN 2, SUMMARY OF

-

¹ Avoid use of "P.O. Box" address

COSTS). This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

Goods & Services Tax (GST) payable on the contract's invoices, as per Applicable Law in India, will be identified as mentioned under FORM FIN 1 & FORM FIN 2, and will be reimbursed by the Client, 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.

B. Schedule of Payments

The schedule of payments is specified below²:

The total contract value shall be disbursed in a stage-wise manner based on deliverables across two phases.

Below mentioned are the two stages of the Business Plan:

- a) Phase I Business Plan Preparation: 04 Months
- b) Phase II Business Plan Implementation: 12 Months

The Performance of the Business Plan (BP) delivery by the Consultant will be monitored through the below mentioned BP Delivery Milestones.

Business Plan Delivery Milestones

Phase I: Business Plan Preparation (Duration: 04 Months)

No. on cumulative Activities Schedule basis from the	S. No.	Time duration on cumulative hasis from the	Activities	Payment Schedule
--	-----------	--	------------	---------------------

² Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

	effective date of contract (for Phase 1)		(For 50% of the Contract Value)		
1.	(Upto Week 2)	,			
		Consultant to submit an initial report to SECI and make a presentation to SECI describing the methodology to be employed for conducting the assignment, identify any modification to the proposed approach resulting from the initial discussion, describing how the team is integrated into the activities being performed and identify any problem or issues related to obtaining data for the analysis.			
2.	(Upto Week 12)	Submission of interim report and making a presentation to SECI on the interim report detailing completion status of various deliverables as per scope of work and obtaining comments/ suggestions/ modification from SECI.	submission of		
3.	(Upto Week 14)	Submission of draft report (after incorporating comments received from SECI) and making a presentation to SECI on the draft final report and obtaining comments/suggestions/modifications from SECI on the same.	15% of the total contract price shall be released after submission of draft report and making a presentation to SECI		
4.	(Upto Week 15)	Submission of final report (after incorporating	15% of the total contract price		

		comments received from	shall be
		SECI on the draft report)	released after
		and making a presentation to	submission of
		SECI management on the	final report and
		final report and obtaining	making a
		comments/	presentation to
		suggestions/modifications	SECI
		from SECI on the same.	
5.	(Upto Week	Submission of final report	Balance 10% of
	16)	after incorporating the	the total
		comments received from	contract price
		SECI management on the	shall be
		final report.	released after
			submission of
			final report

Phase II – Business Plan Implementation and Support Phase (Duration: 12 Months)

The payment for the deliverables under phase II against the remaining 50% of the contract value shall be released on **monthly basis**, on successful delivery of mutually agreed milestones as per the implementation plan. Payment will be made post-verification and acceptance by SECI. **Exact milestones and deliverables are to be jointly finalized by SECI and the Consultant at the start of Phase II.**

Payment Schedule

The payment shall be released subject to submission of proper invoices and acceptance of the same by SECI. All payments under the contract for the services rendered shall be released on stage-wise completion of the services as detailed above, within 30 days of submission of such invoice.

C. Payment Conditions

Payments shall be made to Consultant's bank account [insert banking details.]

4. Project Administration

A. Coordinator.

The Client designates Mr./Ms. [insert name and job title] as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance **Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Inspections and **Auditing**

The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitations determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.

7. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

8. Ownership Material

of Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software³.

to be Engaged in Certain **Activities**

9. Consultant Not The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project

³ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

10. Insurance		Consultant will be responsible for taking out any appropriate rance coverage.					
11. Assignment		Consultant shall not assign this Contract or sub-contract any portion without the Client's prior written consent.					
12. Law Governing Contract and Language		Contract shall be governed by the laws of India, and the language of Contract shall be English.					
13. Dispute Resolution	betw	dispute arising out of the Contract, which cannot be amicably settled reen the parties, shall be referred to adjudication/arbitration in rdance with the laws of India.					
14. Termination	The	Client may terminate this Contract with at least ten (10) working					
	days	s prior written notice to the Consultant after the occurrence of any					
	of th	ne events specified in paragraphs (a) through (d) of this Clause:					
	(a)	If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;					
	(b)	If the Consultant becomes insolvent or bankrupt;					
	(c)	If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures in competing for or in performing the Contract.					
	(d)	If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.					
FOR THE CLIE	NT	FOR THE CONSULTANT					
Signed by		Signed by					

Title: _____

Title:

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services (Pl refer Section 7: Terms of Reference of this RfP)

Annex B: Consultant's Personnel and corresponding unit rates

Annex C: Consultant's Reporting Obligations

Annex D: Deployment of Key Experts

Annexure D

Engagement of a Consultant for Development of SECI's Business Plan Deployment of Key Experts								
Area of Expertise/ Role	Qualification	Category	Location	Nos.	Man-Months (B Plan Formulation- 4 Months)	Nos.	Man-Months (Implementation- 12 Months)	Man-Months (Total 4+ 12 Months)
A	В	С	D	Е	F	G	Н	I=(F*E) + (G*H)
Team Leader	He/She should also have qualification MBA or its equivalent mandatorily. CV to be filled in and certified/attested by the individual as well as authorised signatory of the present employer.	Expert	Delhi	1	4	1	12	16

Renewable Energy Expert	He/ She should also have qualification MBA or equivalent mandatorily. CV to be filled in and certified/attested by the individual as well as authorised signatory of the present employer	Expert	Delhi	2	4	1	12	20
Strategy Planning/ Financial Expert	He/She should also have qualification MBA or equivalent mandatorily.	Expert	Delhi	2	4	1	12	20