

# **Invitation for Expression of Interest (EOI)**

# For

Procuring 3 – 5 MW of solar energy (Off-site ground mounted) through Competitive Bidding process in the state of Telangana

EOI REFERENCE No: SBI/SUSTAINABILITY/CN/Telangana/02

# **Date**

11th December,2018

By
State Bank of India
Sustainability Department,
Corporate Centre,
State Bank Bhavan, 9<sup>th</sup>
Floor Madame Cama Road,
Mumbai- 400 021
Maharashtra, India.

# 1. Background

- 1.1. State Bank of India (SBI) is India's largest commercial Bank in terms of assets, deposits, profits, branches, number of customers and employees, enjoying the continuing faith of millions of customers across the social spectrum. Headquartered at Mumbai, SBI provides a wide range of products and services to personal, commercial enterprises, large corporate, public bodies and institutional customers through its various branches and outlets, joint ventures, and subsidiaries. SBI has one of the largest networks of more than 22,000 branches and 59000+ATMs spread across all geographical locations. The Bank is also forging ahead with cutting edge technologies and innovative new banking models.
- 1.2. SBI has embarked on an ambitious target of achieving 100% carbon neutrality by 2030. Electricity is one of the major contributors of carbon emissions for any organization. Therefore, in its quest to become 100% carbon neutral, procurement of renewable energy shall play a significant role and hence the bank has plans to greatly enhance the renewable energy contribution in its overall energy mix.
- 1.3. In view of the above, SBI wishes to procure solar energy from reputed developer for its premises across India. The present opportunity deals with the procurement of 3-5 MW (offsite) solar energy for its premises in the state of Telangana
- 1.4. SBI wishes to invite EOI from reputed solar energy developers for the proposed quantum of energy.
- 1.5. Please note, this is the first stage of a multi-stage procurement process. The objective of this Request for EOI is to identify and pre-register eligible applicants who are interested in providing the proposed solution and have suitable capacity, capability and experience.

# 2. Brief Scope of Work

- 2.1. The Bidder shall be responsible for identifying the location for the project, land acquisition, installation, commissioning, power evacuation, obtaining all requisite approvals (including open access approvals), undertake transmission feasibility studies etc. at its own cost for setting up the solar project.
- 2.2. The Bidder shall be responsible for complete operation & maintenance (O&M), overhaul of the plant, equipment, works, switch yard and transmission lines and equipment up to the injection point of the project in accordance with the established prudent practices.
- 2.3. The Bidder shall sign a Power Purchase Agreement (PPA) with SBI for a period of 5/10/15/20 years with reset clause from Commercial Operation Date (COD) as per the terms and conditions agreed.
- 2.4. The detailed scope of work has been provided in *Annexure I*

## 3. Bidder Qualification Criteria

## 3.1. Experience Criteria

3.1.1. The total solar capacity owned, installed and commissioned by the Bidder in India (Ground mounted solar projects only) shall be at least 10 MW till 30<sup>th</sup> November 2018. Kindly provide completion certificates for proof of the same. Mention details of the top 3 projects (in terms of MW capacity) in the format below.

Parameter	Bidder Response
Project Name	
State	
Off taker Name	
Contracted Capacity in MW	
Mode (Group Captive / Third Party PPA / Discom Sale	
Offsite / Onsite	
Term of the PPA	
Commissioning Date	

#### 3.2. Financial Criteria

3.2.1. The Bidder should have a **Net-Worth of at least INR 5.00 Crore in each of the last two financial years** (FY 2016-17 and FY 2017-18). Bidder to provide Net-Worth of the last two financial years (FY 2016-17 and FY 2017-18) as per audited accounts/certified by Chartered Accountant (CA).

Net Worth = Paid-Up Equity Share Capital + Free Reserves - Revaluation Reserves - Intangible Assets - Miscellaneous Expenditures to the extent not written off and carry forward losses

In case the Bidder is a subsidiary, Net-Worth of parent Company may also be furnished by the Bidder for meeting the financial criteria.

## 4. Additional Information

4.1. The Bidder to provide experience of executing power purchase agreements in India through Open Access in Group Captive / Third Party Power Purchase Agreement(PPA) mode as on 30<sup>th</sup> November 2018 in the format below.

Parameter	Bidder Response
Project name	
State	
Off taker Name	
Contracted Capacity in MW	
Mode (Group Captive / Third Party PPA)	
Offsite / Onsite	
Term of the PPA	
Commissioning Date	

4.2.	The Bidder to specify whether it is already in possession of land for setting up solar project in the
	state of Telangana. Bidder to provide the land details and also indicate if necessary permissions /
	approvals pertaining to land (Environmental Clearance, Land Clearance etc.) from concerned
	government agencies required for setting up the solar project are available with the Bidder. The
	Bidder shall provide details of the land as per format below.

Parameter	Bidder response
Address of the Land location	
Area of the Land	
Whether land is part of existing solar Park – Yes/No	
Status of regulatory permissions/approvals for setting up the Solar project.	

4.3. The Bidder to provide information on project experience (completed/Under-Development) for Ground mounted Solar Projects in Telangana state. (Top 3 projects in terms of MW capacity)

Parameter	Bidder response
Project name	
Off taker Name	
Contracted Capacity in MW	
Mode (Group Captive / Third party PPA / Discom Sale)	
Offsite / Onsite	
Term of the PPA	
Completed or Under Development	
If completed, Date of commissioning	
If Under Development, expected date of commissioning	

4.4. The Bidder shall provide the **annual turnover of the last two financial years** (FY2016-17, and FY 2017-18). Bidder to provide annual revenues as per audited accounts/certified by a Chartered Accountant (CA).

In case the Bidder is a subsidiary, the annual revenues of parent company may also be furnished by the Bidder

4.5. The Bidder shall provide the **profit & loss (P&L) statement of the last two financial years** (FY2016-17, and FY 2017-18). Bidder to provide P&L statement as per audited accounts/certified by a Chartered Accountant (CA).

In case the Bidder is a subsidiary, the P&L of the parent company may also be furnished by the Bidder

4.6. **BIDDER INFORMATION**: The Bidder shall provide their brief information including the following which could help SBI in understanding their experience/competence.

Particulars	Bidder Response
Name of Bidder	·
Date of Incorporation	
Address for Communication	
Key Business Activities	
Promoters/Directors (Name & Experience)	
Any available Solar Capacity (in MW) for sale in Telangana state	
Tentative Timeline (in Months) required to achieve commissioning from the date of signing of PPA.	
Preferred mode of Contracting by the Bidder	Group Captive/Third Party PPA/ Either (Please Tick)
Contact Person Name	
Email-id	
Contact No./Mobile No	
Any Other relevant information that the Bidder may wish to provide	

## 5. Process before submission of EOIs: -

- 5.1. Raising of queries/clarifications on Request for EOI document: The applicants requiring any clarification on this document should mail their queries on or before 15th December,2018 to the E-mail address: <a href="mailto:dgm4.cppd@sbi.co.in">dgm4.cppd@sbi.co.in</a>
- 5.2. **Modification in Request for EOI document:** At any time prior to the deadline for submission of EOI, SBI may modify any part of this document. Such change(s) if any may be in the form of an addendum/corrigendum and will be uploaded in Bank's website <a href="https://www.sbi.co.in">https://www.sbi.co.in</a> or <a href="https://www.sbi.co.in">https://www.sbi.co.in</a> or <a href="https://www.sbi.co.in">https://www.sbi.co.in</a> or all applicants. Interested applicants are advised to regularly refer the Bank's URL referred above.
- 5.3. **Extension of date of submission of EOIs:** Request for extension of date for submission of EOIs will not be entertained. However, the Bank at its discretion may extend the deadline in order to allow prospective applicants a reasonable time to take the amendment/changes, if any into account.
- 5.4. **Briefing session:** SBI may, at its sole discretion, organize a briefing session to respond to the queries received by the scheduled date and time from the applicants. The exact date, time and location of such session will be communicated through SBI website(s). Applicants may also seek clarifications at the briefing session. All clarifications will be e-mailed to the applicants who raise queries and participate in briefing session.

## 6. Submission of EOI

6.1. Interested solar energy developers are hereby invited to submit EOI response along with documentary evidence for their qualifications in English. The EOI response with minimum details as mentioned above must be delivered in Hard-Copy (sealed envelope) to the address below latest by **26**<sup>th</sup> **December, 2018 17:30 hrs.** 

Shri Maneesh. C. Shrivastava, Sustainability Department, Corporate Centre, 9th Floor, State Bank Bhawan, Madame Cama Road, Mumbai – 400021,

Tel: +91-22-22742904 Fax: +91-22-22021906, E-mail: dgm4.cppd@sbi.co.in

6.2. The sealed envelope containing the response to EOI should be super scribed <u>"PROPOSAL FOR EOI REFERENCE NO. SBI/SUSTAINABILITY/CN/TELANGANA/02"</u>

## 7. Selection Criteria

- 7.1. Applications received from Bidders that have submitted required information/documentation will be reviewed by a panel committee and applicants will be shortlisted based on the information submitted by them.
- 7.2. On scrutiny, the EOIs found NOT in appropriate format /illegible/incomplete/not containing clear information or failing to fulfill the relevant requirement will be rejected for further evaluation process.
- 7.3. SBI reserves the right, at any time, to waive any of the requirements of this Invitation for EOI document if it is deemed in the interest of SBI and /or the project as such.
- 7.4. SBI also reserves the right to accept or reject any applicants from further process without assigning any reason and without any liability.

- 7.5. If deemed necessary, the Bank may seek clarifications on any aspect of EOI from the applicant. If a written response is requested, it must be provided within Seven (7) days. The response(s) received beyond Seven days, if any, will not be considered. However, that would not entitle the applicant to change or cause any change in the substances of their EOI document already submitted. Bank may also make enquiries to establish the past performance of the applicants in respect of similar work. All information submitted in the application or obtained subsequently will be treated as confidential.
- 7.6. After examining the EOI, some or all of the applicants may be asked to make a presentation of the solution and demonstrate proof of concept(s).
- 7.7. SBI may shortlist applicants who fulfill the eligibility criteria, have solution as per the requirement of the Bank and are agreeing to abide by the terms and conditions of the Bank. Bank's judgment in this regard will be final.
- 7.8. Bank may issue a Request for Proposal (RFP) to shortlisted applicants for inviting technical and indicative commercial bids for next process of procurement. However, it may be noted that short listing of applicants should not be treated as a contract for the proposed work.
- 7.9. Applicants will be advised about shortlisting of their EOIs or otherwise. However, applicants will not be provided with information about comparative position of their EOIs with that of others.
- 7.10. Nothing contained in this EOI shall impair the Bank's Right to issue 'Open Tender' on the proposed solution.
- 7.11. Applicants should regularly visit the SBI website <a href="https://www.sbi.co.in\_or\_https://bank.sbi">https://bank.sbi</a> to keep themselves updated regarding clarifications/ amendments/ time-extensions, if any.

## 8. Terms & Conditions

- 8.1. Lodgement of an EOI is evidence of an applicant's consent to comply with the terms and condition of Request for EOI process and subsequent bidding process. If an applicant fails to comply with any of the terms, its EOI may be summarily rejected.
- 8.2. Willful misrepresentation of any fact in the EOI will lead to the disqualification of the applicant without prejudice to other actions that the Bank may take. The EOI and the accompanying documents will become property of SBI. The applicants shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their product/solution for the purpose of evaluation, to disclose the contents of submission to other applicants and to disclose and/ or use the contents of submission as the basis for EOI process.
- 8.3. SBI reserves the right to accept or reject any or all EOIs received without assigning any reason therefore whatsoever and the Bank's decision in this regard will be final. No contractual obligation whatsoever shall arise from the EOI process.
- 8.4. Any effort on the part of applicant to influence evaluation process may result in rejection of the EOI.
- 8.5. SBI will not be responsible for non-receipt of EOIs within the specified date and time due to any reason including postal delays or holidays in between.
- 8.6. SBI reserves the right to verify the validity of information provided in the EOIs and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of EOI or even after award of contract.
- 8.7. Applicants shall be deemed to have:
  - a. Examined the Request for EOI document and its subsequent changes, if any for the purpose of responding to it.
  - b. Examined all circumstances and contingencies, having an effect on their EOI application and which is obtainable by the making of reasonable enquiries.
  - c. Satisfied themselves as to the correctness and sufficiency of their EOI applications and if any discrepancy, error or omission is noticed in the EOI, the applicant shall notify the Bank in writing on or before the end date/time.

- 8.8. An applicant shall bear all costs associated with submission of EOI, presentation/POC desired by the Bank. Bank will not be responsible or liable for any cost thereof, regardless of the conduct or outcome of the process.
- 8.9. Applicants must advise the Bank immediately in writing of any material change to the information contained in the EOI application, including any substantial change in their ownership or their financial or technical capacity. Copies of relevant documents must be submitted with their advices. For successful applicants, this requirement applies until a contract is awarded as a result of subsequent bidding process.
- 8.10. Shortlisted applicants must not advertise or publish the same in any form without the prior written consent of SBI.
- 8.11. Brief overview of the proposed procurement/scope of work given in this document may be further elaborated, viz., more details may be included in the Request for Proposal (RFP) document to be issued as a result of evaluation process of EOIs.
- 8.12. SBI shall have the right to cancel the EOI process itself at any time, without thereby incurring any liabilities to the affected Applicants. Reasons for cancellation, as determined by SBI in its sole discretion include but are not limited to, the following:
  - a. Services contemplated are no longer required.
  - b. Scope of work not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments.
  - c. The project is not in the best interest of SBI.
  - d. Any other reason.
- 8.13. The bidder should be a reputable organization and the bidder or its parent should not be blacklisted by any Government or regulatory agency/body or by a Public sector entity.

#### 9. Disclaimer:

- 9.1. SBI is not committed either contractually or in any other way to the applicants whose applications are accepted. The issue of this Request for EOI does not commit or otherwise oblige the Bank to proceed with any part or steps of the process.
- 9.2. Subject to any law to the contrary, and to the maximum extent permitted by law, SBI and its directors/officers/employees/contractors/agents and advisors disclaim all liabilities (including liability by reason of negligence) from any loss or damage, cost or expense incurred or arising by reasons of any person using the information and whether caused by reasons of any error, omission or misrepresentation in the information contained in this document or suffered by any person acting or refraining from acting because of any information contained in this Request for EOI document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, default, lack of care or misrepresentation on the part of SBI or any of its officers, employees, contractors, agents or advisors.

## Annexure - I

## **Detailed Scope of Work**

- 1. The Bidder shall be responsible for identifying the location for the project, land acquisition, installation, commissioning, power evacuation, obtaining all requisite approvals (including open access approvals), undertake transmission feasibility studies etc. at its own cost for setting up the solar project.
- 2. Bidder shall be responsible for all type of approvals required by an industrial or commercial unit like factory license, consent to establish, consent to operation, environment clearance, land conversion, NOC from concerned authorities for setting up the solar project.
- 3. Bidder should be thoroughly aware of the electricity rules & regulations to undertake supply of power from the project.
- 4. The project shall be designed, engineered and constructed by the Bidder with reasonable due diligence subject to all applicable Indian laws, rules, regulations and orders having the force of law from time to time.
- 5. The Bidder shall use components or equipment complying with approved or minimum technical standards as per the International Electro-technical Commission ("IEC") or Bureau of Indian Standards ("BIS"). The Bidder shall deploy only commercially established technologies from Tier-1 suppliers for generation of power, which shall be disclosed by Bidder to SBI.
- 6. The Bidder has to bear the entire expenditure of Interconnection facilities for power evacuation. Interconnection facilities means all the equipment and facilities, including, but not limited to, all metering facilities, switchgear, substation facilities, transmission lines and related infrastructure, to be installed at the point of injection at the Bidder's expense from time to time throughout the term of the PPA necessary for reliable and safe evacuation of energy from the project in accordance with the terms of the PPA.
- 7. The project shall be synchronized by the Bidder to the grid system when it complies with all the connectivity conditions specified in the Grid code in force. The synchronization equipment shall be installed by the Bidder at its generation facility of the project at its own cost. The Bidder shall synchronize its system with the grid system only after the approval of synchronization scheme under the supervision of the concerned authorities of the grid system.
- 8. The Bidder shall be responsible for complete operation & maintenance (O&M), overhaul of the plant, equipment, works, switch yard and transmission lines and equipment up to the Injection point of the project in accordance with the established prudent practices.
- 9. Bidder shall ensure that project performance shall be as per terms agreed in the PPA for the entire duration of the agreement.
- 10. Bidder shall ensure that all necessary safety standards as per best industrial practices, applicable laws and regulations are strictly adhered to during construction as well during entire term of the PPA. Security of the project shall be the responsibility of Bidder during construction as well as for the entire term of the PPA.
- 11. Bidder shall maintain adequate insurance coverage in accordance with the requirements of good industry practice, during construction of the project, until commissioning of the project to bear the risk of effective losses for any loss incurred until the commissioning of the project.
- 12. The Bidder shall be responsible for any scheduling and forecasting requirements and associated costs as may be required for satisfactory operation of the project throughout the term. Bidder shall be responsible to ensure adherence to the grid code as per prevailing regulations of Telangana.
- 13. The Bidder shall be responsible for securing all the necessary permissions, approvals (Wheeling, Banking approvals) and consents from concerned government agencies for the term of the PPA for flow of power from solar project up to delivery point. Maintenance of wheeling & banking approvals shall also be the responsibility of Bidder. Bidder shall be responsible for banking of power as per the prevalent regulations in the state for power injected into the grid and not utilized by SBI in a billing month. The Bidder shall also be responsible for interacting with the concerned agencies (Discoms/Transco etc.) to

ust the banking charges and for crediting/adjusting the energy delivered or allocated by it to SBI.  Bidder shall be responsible for undertaking the complete billing & payment procedure for SBI.  ***********************************			
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