



Request for Proposal (RFP)

For

Procurement of solar energy (Off-site ground mounted) through competitive bidding process in the state of Telangana

RFP REFERENCE No: SBI/SUSTAINABILITY/CN/Telangana

Date

01st March 2019

**Issued By
State Bank of India
Sustainability Department,
Corporate Centre,
State Bank Bhavan 9th Floor
Madame Cama Road,
Mumbai- 400 021
Maharashtra, India.**

**Date of RFP Document: 01st March 2019
Bid Submission Deadline: 05th April 2019 17:30 hrs**

This tender consists of 2 Bids

**Part 1: Techno-Commercial Bid
Part 2: Financial Bid**

Invitation to Bid

1. State Bank of India (herein after referred to as 'SBI/the Bank' is having its Corporate Centre at Mumbai, various other offices (LHOs/ Zonal Offices/Global Link Services, Global IT Centre, etc. of State Bank of India and branches/other offices, other exchange companies in available at various locations and managed by the Bank (collectively referred to as State Bank Group or 'SBG' hereinafter). This Request for Proposal (RFP) has been issued by the Bank on behalf of SBG for procuring solar energy for two of its premises in the state of Telangana
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.
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 solar energy procurement for two of its premises in Telangana through open access under 3rd party PPA model. The premises are SBI Local Head Office and SBI Data Center both located in the city of Hyderabad.
4. Bidder shall mean any entity who meets the eligibility criteria given in RFP and willing to provide services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
5. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
6. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for supply of proposed product and services for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed services adhering to Bank's requirements outlined in this RFP.

Disclaimer

1. The RFP document is not transferable.
2. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.
3. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Bidder.
4. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
5. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
6. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
7. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
8. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respect will be at the Bidder's risk and may result in rejection of the Bid.
9. The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.
10. Though adequate care has been taken in preparation of this document, the Bidder shall satisfy itself that the document is complete in all respects. Any discrepancy noticed in the document shall be intimated to the office of the State Bank of India (SBI) immediately. If no intimation is received from any Bidder within fifteen days from the date of issue of the RFP document, it would be construed that RFP document is complete in all respects and is up to the satisfaction of the Bidder.
11. SBI reserves the right to modify, amend or supplement or cancel this RFP document, without any prior notice or without assigning any reason.

12. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and SBI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
13. Any Bidder, its parent or its affiliate whose credentials are being utilized shall not have been blacklisted by any Government Department/ Public Sector Undertaking in the last 5 years.
14. Bidders in Conflict of Interest with one another shall be liable for disqualification/rejection under the sole discretion of SBI.
15. SBI reserves the right to convert the project to a captive plant at any time during the process up to commercial operation date

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1 Definitions

Any capitalized term, used but not defined in this RFP, shall be interpreted in accordance with the Electricity Act 2003, the CERC/SERC Regulations, Grid Code or any other relevant electricity law, rule or regulation prevalent in India, as amended or re-enacted from time to time, in that order.

“Affiliate” shall mean a Company that, directly or indirectly,

1. controls, or
2. is controlled by,
3. or is under common control with a Bidding Company and “control” means ownership by one Company of at least fifty percent (50%) of the voting rights of the other Company

“Appropriate Commission” Shall mean the Central Electricity Regulatory Commission (CERC) referred to in sub- section (1) of section 76 or the State Electricity Regulatory Commission referred to in section 82 or the Joint Electricity Regulatory Commission referred to in Section 83 of the Electricity Act 2003, as the case may be; ;

“Authorized Representative” shall mean State Bank of India, having its corporate office at State Bank Bhawan, Madame Cama Road, Mumbai 400021, Maharashtra, India and shall be used interchangeably in the context and relevance of the PPA

“Bid” shall mean the Techno-Commercial Bid and the Financial Bid submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions hereof;

“Bidder/Developer” shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin;

“Bidding Company” shall refer to such single Company that has submitted the response in accordance with the provisions of this RFP

“Bidding Consortium” or “Consortium” shall refer to a group of companies that have collectively submitted the bid in response to this RFP in accordance with the provisions of this RFP

“Bid Deadline” shall mean the last date and time for submission of Bid in response to this RFP as specified in clause 4.14.1 of this RFP

“Bid Validity” shall be the date after 180 days post the Bid Deadline.

“Billing Month/Billing Period” means the period between two successive meter reading dates. First billing period shall commence from the COD and end with the date of meter reading corresponding to the month in which COD has occurred. Billing month shall be same as the current HT billing cycle followed in the state of Telangana.

“Capacity Utilization Factor” (CUF) shall have the same meaning as provided in CERC (Terms and Conditions for Tariff determination from Renewable Energy Sources) Regulations, 2017 as amended from time to time;

“Captive Plant ” shall be a generating plant in which captive consumers (a) hold a minimum of 26% of the ownership (b) consume not less than 51% of the aggregate generation computed on an annual basis

“CERC” shall mean the Central Electricity Regulatory Commission of India constituted under sub – section (1) of Section-76 of the Electricity Act, 2003 or its successors;

“Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;

“Commercial Operation Date (COD)” shall be the date on which the commissioning certificate is issued upon successful commissioning of the full capacity of the Project. This shall mean the date on which the Project is successfully commissioned and operational by the Developer and is able to inject power into the grid after obtaining all requisite approvals, including open access permission from the authorities and execution of wheeling and banking agreement.

“Company” shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

“Contracted Capacity” shall mean the approximate capacity of 3 MW (AC capacity) capable of supplying the Contracted Energy to Offtaker from the Project at the Injection Point under the open access arrangement

“Contracted Energy” means the energy in Kilo watt hours (kWh) or Units, from the Contracted Capacity, supplied by the Developer to the Offtaker at the Injection Point for each Contract Year as per clause 3.1.1 of this RFP. This shall be limited to 4.73 million units in a financial year.

“Contract Year” shall mean the period beginning from the Effective Date and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

- (a) In the financial year in which the Scheduled Commercial Operation Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commercial Operation Date and a new Contract Year shall commence once again from the Scheduled Commercial Operation Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
- (b) Provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement;

“Consents, Approvals, Clearances and Permits” shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of supply of power;

“Delivered Energy” means with respect to any Billing Month / Billing Period, the kilo watt hours (kWh)/units of electrical energy delivered at the Injection Point.

“Delivery Point” shall mean the interconnection of the Offtaker with the utility grid system. This is the point of interconnection of the Offtaker's system with that of the state distribution network. The Delivery Points of the two SBI locations shall be their existing utility metering points.

“Discom Rate” shall mean the per unit energy charge applicable, the FAC charge, Electricity Duty and any other variable charges linked to power cost for high tension commercial service connections in Telangana i.e. HT- II (Others). The applicable energy charge for the respective SBI locations having different interconnection voltages shall be as per mentioned in the latest tariff order.

“Effective Date” shall mean the date of execution of Power Purchase Agreement (PPA) by both the parties.

“Electricity Act 2003” shall mean the Electricity Act, 2003 and any rules, amendments, regulation, notifications, guidelines or policies issued there under from time to time;

“Financial Bid” shall mean Envelope II of the Bid containing the Bidder's Tariff as per Format 11.

“Grid Code” / “IEGC” or “State Grid Code” shall mean the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid

Code as specified by the concerned State Commission referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act, as applicable;

“Injection voltage” means the voltage at which the Developer injects the power at the Interconnection Point.

“Injection Point / Interconnection Point” shall mean the interface point of Developer with Southern Distribution Company of Telangana Limited at either 11kV or 33kV voltage level. The Injection point shall also be the metering point for estimation of energy generated and shall also mean Interconnection Point.

“Law” shall have the same meaning as ascribed thereto in the PPA;

“Lead Member of the Bidding Consortium” or “Lead Member” There shall be only one Lead Member, having the largest shareholding of not less than 51% in the Bidding Consortium and cannot be changed till 1 year after the Commercial Operation Date (COD) of the Project;

“Letter of Intent” or “LOI” shall mean the letter to be issued by the Offtaker to the Successful Bidder for supply of Contracted Energy at the Injection Point in accordance with this RFP.

“Limited Liability Partnership” or “LLP” shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended;

“Member in a Bidding Consortium” or “Member” shall mean each Company in a Bidding Consortium.

“Meter Reading Date” shall mean the Date on which the utility takes the meter reading at the Delivery Point.

“Open Access” shall mean Open Access (OA) as defined in the Electricity Act, 2003 and as may be amended from time to time.

“Parent” shall mean a Company, which holds at least more than 50% equity either directly or indirectly in the Bidding Company or a Member in a Consortium developing the Project;

“Performance Security” or “Performance Bank Guarantee” or “Contract Performance Guarantee” shall have the meaning as per Clause 4.10 of this RFP;

“PPA” shall mean the Power Purchase Agreement to be entered into between Offtaker and the Developer as per Clause 4.18. The draft PPA is included along with the bid document.

“Project” means the solar power generation facility located in Telangana which includes all units and auxiliaries such as water supply, treatment or storage facilities; bay/s for transmission system in the switchyard, and all the other assets, buildings / structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility, including but not limited to drainage facility, fencing, illumination facility etc.; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power as per the Power Purchase Agreement (PPA).

“Project Company” shall mean the Company incorporated by the Bidder as per Indian Laws for the implementation of Project selected based on this RFP

“Project Cost” shall mean the all-inclusive cost of development for the project along with the debt, equity structure. In case SBI chooses to convert the project into a captive plant, this cost will form the basis for equity infusion and discount on tariff

“Qualification Requirements” shall mean the qualification requirements as set forth in Clause 4.2 , 4.3 and Clause 4.4 of this RFP;

“Qualified Bidder(s)” shall mean the Bidder(s) who, after evaluation of their Techno-Commercial Bid as per Clauses 4.2 4.3 and 4.4, stand qualified for opening and evaluation of their Financial Bid;

“**RFP**” shall mean this Request for Proposal dated 01st March 2019 along with all formats and RFP Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto;

“**Scheduled Commercial Operation Date (SCOD)**” shall mean the date on which the Developer is required to start delivering the power at the Injection Point as per the terms and conditions of the PPA. The **SCOD shall be 180 days from the date of signing of the PPA;**

“**Selected Bidder or Successful Bidder**” shall mean the Bidder selected by the Authorized Representative/Offtaker, as applicable pursuant to this RFP for supply of power by itself or through the Project Company as per the terms of the RFP Documents, and to whom a Letter of Intent has been issued;

“**SERC**” shall mean the State Electricity Regulatory Commission of any state in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under sub-section (1) of Section 83 of the Electricity Act 2003;

“**Statutory Auditor**” shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;

“**Tariff**” shall mean the all-inclusive levelized per kWh rate, quoted by the Bidder for the entire term of the PPA for the energy delivered at the Injection Point. All other charges from Injection Point till Delivery Point, namely wheeling charges & losses, statutory/ regulatory charges, taxes and electricity duties, and any other charges if applicable shall be borne by the Offtaker. The Bidder shall provide the details/breakup of all the all statutory/regulatory charges and losses, wheeling charges & losses, taxes and electricity duties, and any other charges that may accrue to the Offtaker from the Injection Point up to Delivery Point.

“**Term of the PPA**” shall mean the period of 15 years from the Commercial Operation Date (COD).

“**Techno-Commercial Bid**” shall mean Envelope I of the Bid containing the documents as specified in Section 4 of this RFP;

“**TSERC**” refers to the Telangana State Electricity Regulatory Commission

“**Ultimate Parent**” shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates;

“**Unit**” shall mean 1 (one) kW Hour.

“**SBI / Offtaker / Buyer /**” shall mean corporate office of State Bank of India (State Bank Bhavan, Madame Cama Road, Mumbai 400021), SBI Local Head Office (Mukhtar Complex, Gun Foundry, Hyderabad, 500001) and SBI Data Centre (SYNO 26, Gachibowli, Opp. HCU, Hyderabad, 500084) and shall be used interchangeably in the context and relevance of this RFP.

2 Introduction

- 2.1 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.
- 2.2 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.
- 2.3 In view of the above, SBI wishes to procure solar energy under PPA mode from reputed developer for its premises across India. The present opportunity deals with the procurement of solar energy (offsite through open access) for two of its premises in Hyderabad, the state of Telangana. The details of the locations are as given below,

Premise Name	SBI Amravati LHO	SBI Data Centre
Address	SBI Head Office, Mukhtar Complex, Gun Foundry, Hyderabad, 500001	SYNO 26, Gachibowli, Opp. HCU, Hyderabad, 500084
Discom	TSSPDCL	TSPDCL
Contract Demand - KVA	1200	9000
Connection Voltage – kV	11 kV	33 kV

Monthly Energy Consumption details

Amravati Local Head Office

Month	Jan-18	Feb-18	Mar-18	Apr-18	May-18	June-18	July-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
Lakh Kvah	0.87	0.95	1.18	1.61	1.73	1.76	1.51	1.39	1.29	1.31	1.27	1.04

State Bank Data Centre

Month	Jan-18	Feb-18	Mar-18	Apr-18	May-18	June-18	July-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
Lakh Kvah	3.77	5.38	6.05	13.69	6.34	5.89	5.26	6.39	6.85	7.08	7.92	7.53

This load will be increased gradually

- 2.4 SBI has adopted a single stage two envelope bidding process for the selection of successful bidder and award of the contract.

- 2.5 For the purpose of selection of the Successful Bidder, Bidder(s) shall be required to submit both Techno-Commercial Bid and Financial Bid simultaneously in a single stage bidding process as per the timelines mentioned in Clause 4.14.1 of this notification. Bidder(s) who meet the Qualification Requirement as specified in Clause 4.2, 4.3 and 4.4 of this notification will stand qualified and the Financial Bids of all such Qualified Bidder(s) shall be opened and evaluated as per provisions of Clause 4.5 of this notification for the purpose of selection of Successful Bidder.
- 2.6 The Bidder shall also submit PRE-CONTRACT INTEGRITY PACT along with techno-commercial Bid as prescribed by the Govt. of India (Format 2) duly signed by the Bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed. Bid submitted without PRE-CONTRACT INTEGRITY PACT, as per the format provided in RFP, shall not be considered.
- 2.7 A PPA will be signed between Offtaker and Successful Bidder. The Offtaker shall pay to the Developer the Tariff quoted by the successful bidder in the financial bid as per the terms and conditions of the PPA. The tariff shall be payable by the Offtaker in Indian Rupees.
- 2.8 Any Bidding Company may choose to incorporate a Project Company for the purpose of supply of power.
- 2.9 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft PPA shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the PPA.
- 2.10 Interested solar energy developers are hereby invited to submit RFP response along with documentary evidence for their qualifications in English. The Bids shall be submitted in two envelopes in a single tendering. The Envelope I shall consist of Techno-Commercial Bid and Envelope II shall consist of Financial Bid as per clause 4.12.7
- 2.11 The envelopes should be submitted in a single bidding envelope sealed and appropriately marked to below mentioned communication address latest by 05th April 2019 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
- 2.12 It may be noted that Envelope I (Techno-Commercial Bid) shall not contain any information/document relating to Financial Bid. If Techno-Commercial Bid contains any such information / documents, the Bank shall not be responsible for premature opening of the Financial Bid.
- 2.13 Bidder requiring any clarification of the bidding document may notify the Bank in writing strictly as per the format given in Annexure-C at the address/by e-mail given in clause 4.66 of this document within the date/time mentioned in the Bid Schedule as per clause 4.14.1
- 2.14 A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.

3 Scope of Power Procurement

3.1 Contracted Energy

3.1.1 The total Contracted Energy shall be equivalent to 4.73 Million kWh. The contracted energy for SBI LHO shall be 1.58 Million kWh and for the SBI Data Centre shall be 3.15 Million kWh. The Contracted Energy shall be at the Injection Point.

Location	SBH – Local Head Office	SBI Data Centre	Total Contracted Energy at Injection Point
Contracted Energy in each Contract Year – Million kWh at the Injection Point	1.58	3.15	4.73

3.1.2 The Contracted Energy for the first Contract Year shall be pro-rated based on the actual date of commissioning in the financial year

3.1.3 Supply of power is permitted from operational solar power plants or proposed to be commissioned solar power plants on or before the Scheduled Commercial Operation Date (SCOD)

3.1.4 SBI reserves the right to transfer the project from PPA model to captive plant at any date before the CoD.

3.2 Contract Period

3.2.1 The Contract Period shall be 15 Years from the Commercial Operation Date (COD) of the Project

3.3 Scheduled Commercial Operation Date

3.3.1 The Scheduled Commercial Operation Date (SCOD) **shall be 180 days** from the date of signing of the PPA

3.3.2 The Bidder shall achieve the Scheduled Commercial Operation Date (SCOD) as per timeliness and in default thereof, i.e. the COD is later than the SCOD, Liquidated Damages shall be levied as per the terms of the PPA (Performance Bank Guarantee to be encashed as per terms of the PPA)

3.4 General Responsibilities of the Bidder

3.4.1 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 feasibility studies etc. at its own cost for setting up the solar project.

3.4.2 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.

3.4.3 Bidder should be thoroughly aware of the Electricity Rules & Regulations to undertake supply of power as per the requirement of this RFP.

3.4.4 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. The solar energy developers are required to obtain necessary clearances and permits as required for setting up the solar power projects, including but not limited to the following:

- i. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
- ii. Forest Clearance (if applicable) for the land for the Project.

- iii. Approval for water from the concerned authority (if applicable) required for the Project.
 - iv. Any other clearances as may be legally required, in order to establish and operate the Project.
- 3.4.5 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 Voltage 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.
- 3.4.6 The Bidder shall use components or equipment complying with approved or minimum technical standards as per the International Electro-technical Commission ("IEC") or equivalent Bureau of Indian Standards ("BIS"). Detailed technical parameters for Solar PV projects to be met by Developers are at Annexure – A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure- A to make the project technically eligible. The Bidder shall deploy only commercially established PV modules from Tier-1 suppliers (as per Bloomberg list of tier 1 PV module manufacturers) for generation of power
- 3.4.7 The Bidder shall be responsible for securing with all the necessary permissions and consents for open access from concerned government agencies for the term of the PPA for flow of power from solar Project up to Delivery point.
- 3.4.8 The Bidder shall be responsible for obtaining necessary approvals (Wheeling, Banking Approvals for both the locations) consents, permits, clearances or licenses for operation of the Project and supply of power to SBI facilities. Maintenance of wheeling & banking approvals shall also be the responsibility of Bidder.
- 3.4.9 The 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 developer shall also be responsible for dealing with the Discoms to adjust the banking charges and for crediting/adjusting the energy delivered or allocated by it to SBI.
- 3.4.10 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.
- 3.4.11 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 of the PPA. Bidder shall be responsible to ensure adherence to the grid code as per prevailing regulations of Telangana.
- 3.4.12 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 throughout the term of the PPA.
- 3.4.13 Bidder shall ensure that project performance shall be as per terms agreed in the PPA for the entire duration of the agreement.
- 3.4.14 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.

3.5 Bidder shall effect and maintain or cause to be effected and maintained, at its own cost and expense, adequate cover throughout the PPA term, insurances against all risks, damages, losses related to Solar Power Plant or any other liability arising on account of Applicable Law. Bidder shall also effect and maintain, at its own cost and expenses, throughout the Term of this Agreement, appropriate cover of adequate amount of third party insurance to cover any injury, accident, death of individuals, employee, worker or any other person. Power Producer shall provide the copy of all insurance policy for reference and record.

3.6 Project Commissioning

3.6.1 The Bidder / Developer shall commission the project within SCOD as defined in the RFP after obtaining all the necessary approvals.

3.6.2 Commissioning shall be accepted when the commissioning certificate is issued upon successful commissioning of the full capacity of the Project. This shall mean the date on which the Project is successfully commissioned by the Developer and is able to inject power into the grid after obtaining all requisite approvals, including open access permission from the authorities and execution of wheeling and banking agreement, and to adjust the supply of energy in the bills of Offtaker.

3.6.3 Any delay in commissioning of the Project shall be subject to the liquidated damages as stipulated in PPA. Any delay in commissioning for reasons not attributable to the Developer (like delay in getting regulatory approvals from concerned authorities) shall not be considered while computing liquidated damages at SBI's discretion.

3.7 Tariff

3.7.1 The Tariff shall be an all-inclusive levelized per kWh rate, quoted by the Bidder for the entire term of the PPA for the energy delivered at the Injection Point. All other charges from the injection point namely wheeling charges & losses, statutory/ regulatory charges, taxes and electricity duties, and any other charges if applicable shall be borne by the Offtaker

3.7.2 If any other charges beyond injection point as per clause 3.7.1, other than the Tariff, are paid for by the Developer then the same shall be reimbursed by the Offtaker on furnishing of documentary evidence.

3.7.3 The Bidder shall provide a breakup of all statutory/regulatory charges and losses, wheeling charges & losses, taxes and electricity duties, and any other charges (if applicable) up to Delivery Point as per Format 11 of the Financial Bid. Exclusions of costs, if any, from quoted Tariff has to be stated explicitly.

3.7.4 Payment to Bidder will be calculated on energy recorded at the injection point and will be limited to the contracted energy

3.7.5 The bidder shall also indicate the project cost along with the debt, equity share. This shall be considered in case SBI decides to convert the project into a captive plant.

3.8 Minimum Offtake Guarantee

3.8.1 The Offtaker agrees and undertakes to procure at least 90% of the Contracted Energy (Minimum Offtake Guarantee) at the Injection Point in each Contract Year. In case of a partial contract year i.e. contract year starting after 1st April or ending before 31st March, the quantum of energy towards the Minimum Offtake Guarantee obligation of the Offtaker shall be reduced proportionately to the number of days in contract year.

3.8.2 If in any Contract Year the Developer was available to supply to the Offtaker, energy equivalent to the Minimum Offtake Guarantee, but the Offtaker fails to comply with its Minimum Offtake Guarantee, as set out in clause 3.8.1, the Offtaker shall pay to the Developer, for the shortfall in the Minimum Offtake Guarantee quantum, at the Tariff for such shortfall, within 30 (thirty) Days of the Developer raising an invoice for such shortfall along with supporting documentary evidence.

3.8.3 The Offtaker and the Developer agree and acknowledge that the determination and computation of the shortfall in the amount of energy offtake by the Offtaker below the Minimum Offtake Guarantee shall only be done on annual consolidated value at the end of each Contract Year.

3.9 Penalty Provisions for Shortfall in Generation

3.9.1 In case the actual energy supplied in any Contract Year, is less than 90% of the annual Contracted Energy as specified in Clause 3.1.1 for the respective Contract Year, the Developer shall pay a penalty at the rate equivalent to difference between Discom Rate and Tariff, applied on the energy (in kwh) corresponding to the difference between the minimum specified Contracted Energy (90% of the annual Contracted Energy) and the actual Energy units during such Contract Year.

For Example:

Annual Contracted Energy: 10 MUs

90% of Contracted Energy: 9 MUs

Actual Delivered Energy at Injection Point: 8 MUs

Shortfall in Energy: $9 - 8 = 1$ MUs

Discom Rate Calculation:

Energy Charge applicable = Rs.7.8/unit (For HT II-Others connected at 11 kV for FY19)

Electricity Duty = Rs.0.06/unit

DISCOM Rate = $7.8 + 0.06 = \text{Rs.}7.86/\text{unit}$

Tariff: Rs.3.00/unit

Compensation = $1 \text{ MUs} \times (7.86 - 3) = \text{Rs.}48.6 \text{ Lakh}$

3.9.2 The Offtaker and the Developer agree and acknowledge that the determination and computation of the shortfall in the amount of energy supplied by the Developer below 90% of the annual Contracted Energy shall only be done on an annual consolidated value at the end of each Contract Year.

3.9.3 Even if the above condition is met, In case the actual energy supplied in the first 10 months of any contract year is less than 75% of the annual Contracted Energy as specified in Clause 3.1.1 for the respective Contract Year, the Developer shall pay a penalty at the rate equivalent to the difference between the 75% of annual contracted energy and the actual energy units supplied during the first 10 months of such Contract Year.

For Example:

Annual Contracted Energy: 10 MUs

75% of Contracted Energy: 7.5 Mus

Actual Delivered Energy at Injection Point in first 10 months: 7 Mus

Shortfall in energy: $7.5 - 7 = 0.5$ Mus

Discom Rate Calculation:

Energy Charge applicable = Rs.7.8/unit (For HT II-Others connected at 11 kV for FY19)

Electricity Duty = Rs.0.06/unit

DISCOM Rate = $7.8 + 0.06 = \text{Rs.}7.86/\text{unit}$

Tariff: Rs.3.00/unit

Compensation = $0.5 \text{ MUs} \times (7.86 - 3) = \text{Rs.}24.3 \text{ Lakh}$

3.9.4 In case both the penalties are applicable, the higher of the two penalties will be levied on the developer by the Offtaker.

3.10 Banking

3.10.1 The Developer shall execute a Wheeling and Banking Agreement (WBA) with the respective DISCOMs in the form prescribed by the TSERC applicable to the Solar Power Plant and identifying the Offtaker as a 'non-exclusive consumer' (WBA)

- 3.10.2 Within 3 Business Days of execution of the WBA, the Developer shall provide to the Offtaker a certified true copy of the executed WBA.
- 3.10.3 The Banking of Energy provisions shall be as per the relevant regulations notified by the Telangana Electricity Regulatory Commissions (Amended from time to time)
- 3.10.4 The 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 developer shall also be responsible for dealing with the Discoms to adjust the banking charges and for crediting/adjusting the energy delivered or allocated by it to SBI. All the incidental expenses and charges levied by the distribution licensee / transmission licensee due to the Banking shall be borne by the by the Offtaker.
- 3.10.5 If the Offtaker fails to draw the Banked Energy (or any part thereof) which has been billed by the Developer at the end of the financial year then, for the purposes of this Agreement, such undrawn Banked Energy shall be deemed to be procured by the distribution licensee in accordance with and at the rate prescribed in the WBA. If any such payment is made by the distribution licensee to the developer for the banked energy corresponding to the Offtaker, the same shall be reimbursed to the Offtaker. In case of non-reimbursement by the SPD, the Offtaker reserves the right to offset such an amount against future bill payments.

3.11 Billing & Payment

- 3.11.1 Payment to Bidder will be calculated on energy recorded at the injection point.
- 3.11.2 Entire Delivered Energy at the Injection (capped at Contracted Energy) shall be purchased at the Tariff after the Commercial Operation Date.
- 3.11.3 The Developer shall raise an invoice on a day based on the billing cycle followed for HT consumers in the state of Telangana, for the electricity credited to the Offtaker. Payment due date will be 14 Business Days from the date of invoice ("Due Date for Invoice Payment"); after which, late payment charges will be applicable.
- 3.11.4 For payment of Monthly Bill, or other amounts due under this Agreement, if paid after Due Date for Invoice Payment, a late payment charge shall be payable by the Offtaker to the Developer, which shall be equal to the interest on the amount in default at the rate of 1.5% per month simple interest, for the period from the Due Date till the date of actual payment. Such interest shall be computed and added to the invoice of the subsequent month.
- 3.11.5 If the Offtaker pays a monthly invoice in full by the 7th day following date of invoice, it will be entitled to a Prompt Payment Discount of 0.5% on that invoice. The Prompt Payment Discount will be calculated as a percentage of the Tariff for that Billing Period, and shall not apply to any taxes, duties, arrears, or other non-Tariff charges that may apply.
- 3.11.6 In case of any discrepancy between the number of units mentioned on the DISCOM bill and the number of units billed by the Developer (after adjusting for the losses and banked energy as applicable) for any Billing Period, the Offtaker shall notify the Developer in writing of this discrepancy, and shall be adjusted by the Developer in the next billing cycle.

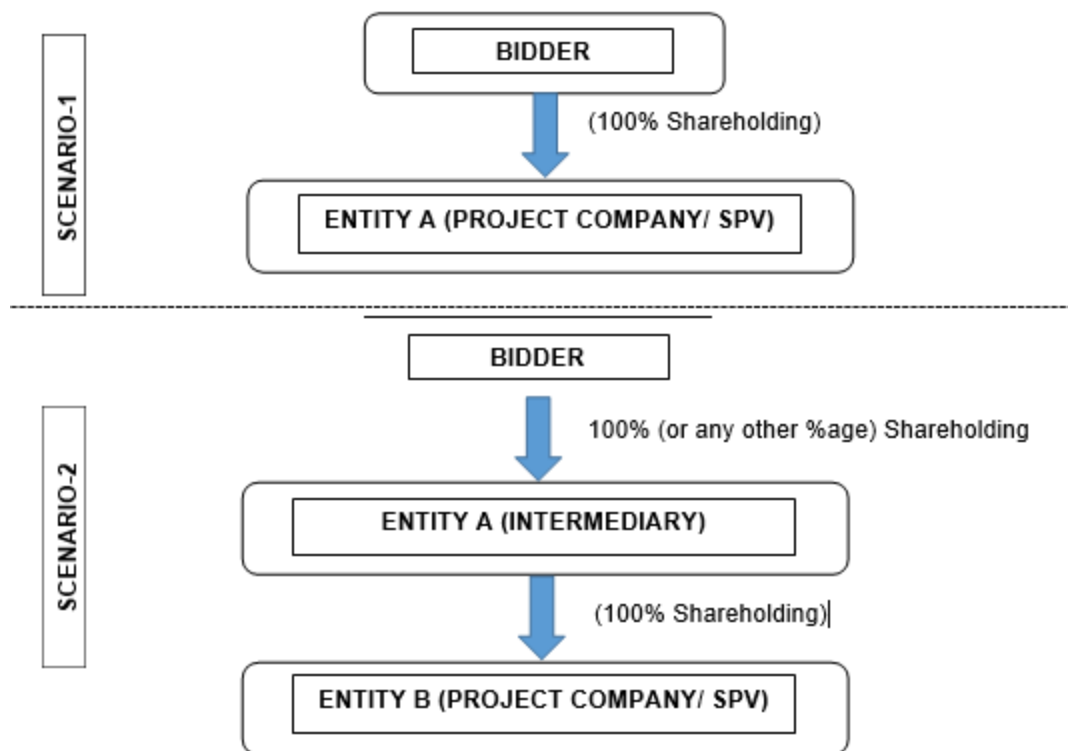
4 Information & Instruction to Bidders

4.1 Contents of Bidding Document

- 4.1.1 The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- 4.1.2 Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- 4.1.3 Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.
- 4.1.4 The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- 4.1.5 The information provided by the Bidders in response to this RFP will become the property of SBI and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

4.2 General Qualification Requirements

- 4.2.1 Companies incorporated in India under the Companies Act 1956 or Companies Act, 2013 including subsequent amendments as applicable.
- 4.2.2 Bidding Consortium with one of the Companies as Lead member. Consortium shortlisted and selected based on this RFP has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 8).
- 4.2.3 Limited Liability Companies (LLC) shall be eligible. Further, if such Limited Liability Companies are selected as successful Bidders, they will have to register as a Company under the Indian Companies Act, 2013, before signing of PPA, keeping the original shareholding of LLC unchanged. In case the LLC fails to incorporate as an Indian Company before signing of PPA or is not able to sign the PPA with SBI, EMD of such Bidders shall be forfeited. **Note:** Limited Liability Companies (LLC) shall be eligible only which are formed by Companies.
- 4.2.4 Limited Liability Partnership (LLPs) are not eligible for participation.
- 4.2.5 A Bidder which has been selected as Successful Bidder based on this RFP can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of PPA.
- 4.2.6 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in clause 4.2.5 above should be an immediate 100% subsidiary of the Bidder, without any intermediaries involved. The following illustrations are provided below to clarify the same. **As per the RFP conditions, only Scenario 1 is permissible in case of projects being implemented by SPVs.**



4.2.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to SBI, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RFP) before signing of PPA with SBI, i.e. the Project Company incorporated shall have the same shareholding pattern as given at the time of submission of response to RFP. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RFP up to one year after the COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed after COD with the permission of SBI, subject to the condition that, the management control remains within the same group of companies.

4.2.8 The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

4.3 Techno-Commercial Bid – Technical Qualification Requirements

4.3.1 The Bidder should be a corporate entity duly incorporated under the relevant laws of India. Bidder will be declared as a Qualified Bidder based on meeting the Qualification Requirements specified below and as demonstrated based on the documentary evidence submitted by the Bidder in the Bid. The Qualified Bidder will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till the execution of the PPA.

4.3.2 For supply of electricity to SBI pursuant to this RFP, the Bidder should be

- i. Developer who proposes to setup a new solar project; or
- ii. Owner and operator of an existing solar project;

- 4.3.3 The Bidder shall have **owned, installed and commissioned at least ten (10) MW of ground mounted solar projects in India till 31st December 2018**. The list of project(s) commissioned, indicating whether the project is grid connected, along with a copy of the Commissioning certificate and other details shall be submitted as per Format 9
- 4.3.4 Deleted
- 4.3.5 In case of Bidder being an owner and operator of an existing solar plant under clause 4.3.2 the bidder shall furnish certificate of commissioning as documentary evidence. Further the Developer shall also submit an undertaking stating the ability of the Developer to provide the annual contracted energy on or before the Scheduled Commercial Operation Date (SCOD) to SBI from the existing plant.
- 4.3.6 A Bidder shall submit only one response in the same bidding process, individually as Bidding Company / Lead Member of Bidding Consortium. It is further clarified that any of the Parent Company / Affiliate / Ultimate Parent Company of the Bidding Company / Members of the Bidding Consortium shall not separately participate directly or indirectly in the same bidding process. Further, if any Bidder is having a Conflict of Interest with other Bidders participating in the same bidding process, the Bid of all such Bidders shall be rejected.
- 4.3.7 Notwithstanding anything stated above, the Offtaker reserves the right to verify the authenticity of the documents submitted for meeting the Techno-Commercial Qualification Requirements and request for any additional information / documents. The Offtaker reserves the right at its sole discretion to contact the Bidder's bank, lenders, financial institutions, and any other persons necessary to verify the Bidder's information / documents for the purpose of qualification.
- 4.3.8 The Bidder may seek qualification on the basis of technical capability of its Parent Company and / or its Affiliate(s) for the purpose of meeting the Technical Qualification Requirements. The Bidder shall provide documentary proof of its relationship with the Parent / Affiliate(s) certified from a practicing Chartered Accountant/ Statutory Auditor/ Company Secretary to establish the relationship. The Parent Company / Affiliate should also provide a signed letter of comfort (on official letter head) to certify the relationship along with the latest annual report and financial statements.

4.4 Techno-Commercial Bid - Financial Qualification Requirements

- 4.4.1 The Bidder shall have a **Net-Worth of at least INR five (5) Crore in each of the last two financial years (FY 2016-17 and FY 2017-18)**. The Bidder shall submit a certificate from a practicing Chartered Accountant/ Statutory Auditor along with the relevant financial statements to demonstrate fulfillment of the criteria.
- 4.4.2 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
- 4.4.3 The Bidder shall have a **minimum annual turnover of at least INR twenty (20) Crore in the last two financial years (FY 2016-17 and FY 2017-18)**. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover. The Bidder shall submit a certificate from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria.
- 4.4.4 In case the response to RFP is submitted by a Consortium, then the financial requirement (both the Net-Worth and Annual Turnover requirements,) shall be considered only of the Lead Member of the Bidding Consortium.

- 4.4.5 The Bidder may seek qualification on the basis of financial capability of its Parent Company and / or its Affiliate(s) for the purpose of meeting the Financial Qualification Requirements. The Bidder shall provide documentary proof of its relationship with the Parent / Affiliate(s) certified from a practicing Chartered Accountant/ Statutory Auditor/ Company Secretary to establish the relationship. The Parent Company / Affiliate should also provide a signed letter of comfort (on official letter head) to certify the relationship along with the latest annual report and financial statements.
- 4.4.6 Bidding Company/ Lead Member of Bidding Consortium would be required to submit annual audited accounts for the last two financial years, i.e. FY 2016-17, FY 2017-18, along with net worth, annual turnover certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.
- 4.4.7 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to RFP.
- 4.4.8 In case the Bidding Company / Lead Member of Bidding Consortium seeks qualification on the basis of financial capability of its Parent Company and / or its Affiliate(s) for the purpose of meeting the Financial Qualification Requirements, then the Bidding Company / Lead Member of the Bidding Consortium would be required to submit annual audited accounts of the Parent Company and/or its Affiliate(s) for the last two financial years, i.e. FY 2016-17, FY 2017-18, along with net worth, annual turnover certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria.
- 4.4.9 In case the Parent / Affiliate(s) being a foreign company, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Parent or Affiliate(s) is/ are located.
- 4.4.10 Notwithstanding anything stated above, the Offtaker reserves the right to verify the authenticity of the documents submitted for meeting the Financial Qualification Requirements and request for any additional information / documents. The Offtaker reserves the right at its sole discretion to contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.
- 4.4.11 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.

4.5 Financial Bid

- 4.5.1 The Bidder shall submit their Tariff up to three decimal places, as per Format 11 and shall specify the same in its Financial Bid;
- 4.5.2 Tariff shall mean the levelized per kWh rate (up to 3 decimal places), quoted by the Bidder for the entire term of the PPA at the Injection Point. The Tariff, shall be an all-inclusive Tariff up to the Injection Point and no exclusions shall be allowed

- 4.5.3 All other charges from Injection Point till Delivery Point, namely wheeling charges & losses, statutory/ regulatory charges, taxes and electricity duties, and any other charges if applicable shall be borne by the Offtaker.
- 4.5.4 The Bidder shall provide the details/breakup of all the all statutory/regulatory charges and losses, wheeling charges & losses, taxes and electricity duties, and any other charges that may accrue to the Offtaker from the Injection Point up to Delivery Point.
- 4.5.5 The Bidder shall provide the project cost along with the proposed debt equity structure. The project cost shall only be utilized in case the Offtaker decides to convert the project to a captive plant before the commissioning date.

4.6 Clarifications & Pre-Bid Meeting

- 4.6.1 Bidder requiring any clarification of the bidding document may notify the Bank in writing strictly as per the format given in Annexure-C at the address/by e-mail given below within the date/time mentioned in the schedule of events as per clause 4.14.1

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

- 4.6.2 A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- 4.6.3 The Bidder(s) or their authorized representative(s) is / are invited to attend pre-bid meeting(s), which will take place on date(s) notified by SBI. The time and venue of such meeting would be intimated at a later stage.
- 4.6.4 The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP, including in particular, issues raised in writing by the Bidders.
- 4.6.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 4.6.6 The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- 4.6.7 No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- 4.6.8 Queries received after the scheduled date and time will not be responded/acted upon.
- 4.6.9 For the avoidance of any doubt, it is hereby clarified that there shall be no extension in the Bid Deadline on account of clarifications sought.

4.7 Amendments to RFP

- 4.7.1 SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto thereof.
- 4.7.2 The Offtaker is not under any obligation to entertain / respond to suggestions made or to incorporate modifications sought for.
- 4.7.3 At any time prior to the deadline for submission of RFP, 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 <https://www.sbi.co.in> or <https://bank.sbi>. All such change(s) will automatically become part of this RFP and binding on all applicants. Interested applicants are advised to regularly refer the Bank's URL referred above.
- 4.7.4 In order to provide reasonable time to the Bidders to take the modification into account in preparing their Bid, or for any other reasons, the Offtaker/ Authorized Representative may, at its discretion, extend the Bid Deadline.

4.8 RFP Fee

- 4.8.1 The Bidder shall pay to the **Authorized Representative a sum of INR 10,000 (Rupees Ten Thousand Only)** including GST as the cost of the RFP. The cost is to be paid in the form of a Demand Draft issued by one of the Nationalized / Scheduled Banks in India in favour of the State Bank of India, payable at Mumbai. The Demand Draft should necessarily be issued on or after the RFP publication date. The Bidder shall enclose the Demand Draft in Envelope I as part of the submission for Techno-Commercial Bid.

4.9 Bid Security / Earnest Money Deposit (EMD)

- 4.9.1 Each Bidder shall submit the Bid accompanied by a Bid Security of INR 10,00,000 (Rupees Ten Lakhs Only) in the form of Bank Guarantee (as per Format 5) of this RFP issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.
- 4.9.2 No interest shall be payable on the Earnest Money Deposit
- 4.9.3 Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
- 4.9.4 The validity period of the Bank Guarantee shall be valid for a period until sixty (60) days from Bid Validity. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 4.9.5 The Bid Security, may be invoked by the Offtaker without any notice, demure, or any other legal process upon occurrence of any of the following:
- i. If a bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner after Bid Deadline and before Bid Validity

- ii. Failure to accept Lol by the Successful Bidder; or
 - iii. Failure to furnish the Performance Bank Guarantee as per Clause 4.10 or
 - iv. Failure to execute PPA within 30 days of signing of the Lol
 - v. Bidder submitting any wrong information or making any misrepresentation in Bid as mentioned in Clause 4.12.11; or
 - vi. Cancellation of Lol issued to Successful Bidder as per clause 4.12.11 or 5.6.3 of this RFP.
- 4.9.6 If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.
- 4.9.7 The Bid Security of all Bidders, whose Bids are declared non-responsive, shall be returned and released within fifteen (15) days after the date on which the Financial Bids are opened.
- 4.9.8 The Bid Security of all unsuccessful Bidders shall be returned and released within a period of ten (10) days of the occurrence of the earlier of the following
- i. Submission of the Performance Security as per Clause 4.10 of the RFP and the execution of the PPA by the Successful Bidder; or
 - ii. Expiry of the Bid Validity/extended validity of Bid of unsuccessful Bidders
- 4.9.9 The Bid Security of all Bidders shall be returned and released by the Offtaker within a period of fifteen (15) days of the occurrence of the termination/cancellation of Bid process.
- 4.9.10 The Bid Security of the Successful Bidder shall be returned within fifteen (15) days of the receipt of Performance Bank Guarantee as per Clause 4.10 of the RFP and execution of the PPA
- 4.9.11 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution. The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.
- 4.9.12 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidder

4.10 Performance Security / Performance Bank Guarantee (PBG)

- 4.10.1 Successful Bidders, selected by the Authorized Representative, based on this RFP shall submit Performance Bank Guarantee for a value calculated at **INR 30,00,000 (Rupees Thirty Lakhs Only)** before the signing of PPA
- 4.10.2 The PBG has to be issued by a Scheduled Commercial Bank other than SBI (Annexure B) and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected.
- 4.10.3 It may be noted that Successful Bidders shall submit the Performance Bank Guarantee according to the Format 6 with a validity period of six (6) months from the Scheduled COD.
- 4.10.4 Performance Bank Guarantee calculated at INR 30,00,000 shall be submitted in two (2) Nos. of Bank Guarantees in the ratio of 20% and 80% On receipt and after verification of the Performance Bank Guarantee in acceptable form and after signing of the PPA, the earlier Bank Guarantees submitted towards Bid Security shall be returned to the Successful Bidder. The format of the Bank Guarantees prescribed in the Formats 5 and 6 shall be strictly adhered to and any deviation from the above formats may result in rejection of the EMD/PBG and consequently, the Bid.

- 4.10.5 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution. The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.
- 4.10.6 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders
- 4.10.7 The PBG is required to protect the interest of the Bank against delay in commissioning and/or the risk of unsuccessful implementation of the project, which may warrant invoking of PBG.
- 4.10.8 The Offtaker shall encash the PBG in the following manner
- a) Delay of commissioning up to one month – 20% of the PBG amount shall be encashed as penalty for the first month of delay; e.g. for 15 days delay, the penalty shall be 20% of PBG x (15/30)
 - b) Delay of commissioning more than one month and up to three months – The Offtaker shall encash the remaining PBG worked out on per day basis
- 4.10.9 The PBG of Successful Bidder shall be returned to the Successful Bidder within three (3) months from the COD of the Project, after taking into account any liquidated damages due to delays in commissioning as per provisions of the PPA.

4.11 Preparation & Submission of Bid by the Bidder

- 4.11.1 No Bidder shall submit more than one Bid for the Project.
- 4.11.2 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 4.11.3 The Bidder(s) are expected to carry out their own surveys, investigations and other detailed examinations before submitting their Bids. Any variations or deviations found subsequently shall not confer any right on the Bidders, and SBI shall have no liability whatsoever in relation to or arising out of any variations or deviations detected subsequently.
- 4.11.4 The information and/or documents shall be submitted by the Bidder as per the formats specified in Section 7 (Formats for RFP) of this RFP.
- 4.11.5 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures / pamphlets. Non-adherence to formats and / or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.
- 4.11.6 The Bidder shall furnish documentary evidence in support of meeting Qualification Requirements set forth in clause 4.3 and 4.4 of the RFP to the satisfaction of the Authorized Representative.
- 4.11.7 In case of a bid submitted by a Bidding Consortium, the Lead Member shall designate one person to represent the Consortium in its dealings with the Authorized Representative. The person designated by the Lead Member shall be authorized through a Board Resolution (as per Format 7 of the RFP) to perform all tasks including, but not limited to providing information, responding to enquiries, signing of bid on behalf of the Consortium, etc.
- 4.11.8 In case of a bid submitted by a bidding Company, the bidding Company should designate one person to represent the bidding Company in its dealings with the Authorized Representative. The person should be authorized to perform all tasks including, but not limited to providing information, responding to queries, signing of bid etc. The bidding Company should submit, along with the bid, a Board Resolution (as per Format 7 of the RFP), authorizing the signatory of the bid.

4.12 Bid Submission

- 4.12.1 The Bids shall be submitted in two separate non-window envelopes in a single tendering.

- 4.12.2 The Envelope I, prominently marked as “Techno-Commercial Bid in response to the RFP No_____, Dated_____” shall consist of Techno-Commercial Bid
- 4.12.3 The Envelope II, prominently marked as “Financial Bid is response to the RFP No_____, Dated_____” shall consist of Financial Bid.
- 4.12.4 The two non-window envelopes should be submitted in a single non-window bidding envelope properly sealed and appropriately marked as given below

RFP Reference No	SBI/SUSTAINABILITY/CN/Telangana
Bid Submitted to	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
Submitted by	(Enter Full name and address of the Bidder)

- 4.12.5 The bidding envelope shall be addressed to the below address,

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

- 4.12.6 If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

- 4.12.7 The Bid shall comprise of the following

(A) Envelope I – Marked as “Techno-Commercial Bid in response to the RFP No_____, Dated_____” shall consist of,

- i. DD for Tender fee, as specified in clause 4.8.1
- ii. Covering Letter (FORMAT 1)
- iii. Pre-Contract Integrity Pact (FORMAT 2)
- iv. Non-Disclosure Agreement (FORMAT 3)
- v. Power of Attorney (FORMAT 4)
- vi. Bid Security / Earnest Money Deposit (FORMAT 5)
- vii. Board Resolutions (FORMAT 7)
- viii. Consortium Agreement (FORMAT 8)
- ix. Technical Qualification Requirements (FORMAT 9)
- x. Financial Qualification Requirements (FORMAT 10)

(B) Envelope II – Marked as “Financial Bid is response to the RFP No_____, Dated_____” shall consist of

- i. The Bidder shall submit their Tariff up to three decimal places, as per Bid Illustration prescribed in FORMAT 11 and shall specify the same in its Financial Bid;
 - ii. The Tariff, shall be an all-inclusive Tariff up to the Injection Point and no exclusions shall be allowed
- 4.12.8 It may be noted that Envelope I (Techno-Commercial Bid) shall not contain any information/document relating to Financial Bid. If Techno-Commercial Bid contains any such information / documents, the Bank shall not be responsible for premature opening of the Financial Bid. Such bids all liable to rejected.
- 4.12.9 It may be noted that enclosure of the Envelope I (except Tender fee DD) shall be spirally bound
- 4.12.10 All pages of the Bid, forming part of the Bid shall be serially numbered and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid.
- 4.12.11 If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever in order to create circumstances for the acceptance of its Bid, the Offtaker reserves the right to reject such Bid or cancel the Letter of Intent, if issued. If such event is discovered after the Effective Date, consequences specified in the PPA shall apply.
- 4.12.12 If for any reason the Bid of any Successful Bidder is rejected or Letter of Intent issued to such Successful Bidder is cancelled, the Offtaker may:
 - i. Consider the next lowest Financial Bid from other than the Successful Bidder whose Bids are responsive and valid; or
 - ii. Annul the bid process; or
 - iii. Take any such measure as may be deemed fit in the sole discretion of the Offtaker/ Authorized Representative , as applicable

4.13 Bidder to inform itself fully

- 4.13.1 The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- 4.13.2 If deemed necessary the Bank may seek clarifications on any aspect from the Bidder. However that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- 4.13.3 The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- 4.13.4 The Bidder must provide specific and factual replies to the points raised in the RFP.
- 4.13.5 The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force in India, the grid conditions, and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the supply of power. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder, it shall not be relieved from any of its obligations under the RFP Documents nor shall be entitled to any extension of time for commencement of supply or financial compensation for any reason whatsoever.

- 4.13.6 The technical requirements of integrated grid operation are specified in the Indian Electricity Grid Code (IEGC). The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids, scheduling and dispatch code etc. The Bidders are also advised to fully familiarize themselves with the real time grid conditions in India. Information regarding grid parameters such as voltage and frequency is readily available on the websites of Regional Load Dispatch Centers. The protection trip setting of the generation on under frequency df/dt and defense plan are coordinated at the RPC forum in consultation with all stakeholders duly taking into account the design parameters of the various machines.
- 4.13.7 In their own interest, the Bidders are requested to familiarize themselves with the Electricity Act, 2003, the Income Tax Act 1961, the Companies Act, 1956, the Customs Act, the Foreign Exchange Management Act 1999, IEGC, the Environment Protection Act 1986 and Forest (Conservation) Act 1980, the Land Acquisition Act 1984, the regulations framed by regulatory commissions and all other related acts, laws, rules and regulations prevalent in India, as amended from time to time. The Authorized Representative shall not entertain any request for clarifications from the Bidders regarding the same. Non-awareness of these laws or such information shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidder undertakes and agrees that, before submission of its Bid; all such factors as generally stated above, have been fully investigated and considered while submitting the Bid.
- 4.13.8 The Bidder shall familiarize itself with the procedures and time frames required to obtain all Consents, Clearances and Permits required for the supply of power to Offtaker.

4.14 Bid Schedule

- 4.14.1 The important dates for the tendering process are as follows, subject to changes, if any, which will be informed through addendums/ amendments posted as per clause 4.7 of this RFP.

Event	Schedule/Date
Date of issue of RFP	01 st March 2019
Submission of clarification /amendments if any, on the RFP	18 th March 2019
Pre-Bid Meeting (s) (if required)	19 th March 2019
Revision of RFP and RFP Documents (if required) and issuance of revised RFP and RFP Documents	26 th March 2019
Bid submission deadline	05 th April 2019
Opening and evaluation of Techno-commercial Bid	05 th April 2019
Opening of Financial Bid	To be communicated
Shortlisting of Successful Bidder and issue of LOI	To be communicated
Signing of PPA	To be communicated

- 4.14.2 Bids must be received by the Bank at the address specified and by the date and time mentioned in the Bid Schedule as per clause 4.14.1
- 4.14.3 In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein
- 4.14.4 In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- 4.14.5 Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

4.15 Bid Validity

- 4.15.1 The Bidder shall submit the Bid which shall remain valid up to **one hundred and eighty (180) days after the Bid Deadline** during which with bidder shall have no right to withdraw, revoke or cancel his offer or unilaterally vary the offer submitted or any terms thereof. The Offtaker may solicit the Bidders' consent for an extension of the period of validity of the Bid. The request and the response in this regard shall be in writing. In the event any Bidder refuses to extend its Bid validity as requested by the Authorized Representative, the Offtaker shall not be entitled to invoke the Bid Security.
- 4.15.2 The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

4.16 Modification & Withdrawal of Bids

- 4.16.1 The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- 4.16.2 No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- 4.16.3 No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the bidder.
- 4.16.4 Withdrawn Bids, if any, will be returned unopened to the Bidders.

4.17 Bid Integrity

- 4.17.1 Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of SBI. The Bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their product for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

4.18 Power Purchase Agreement

- 4.18.1 SBI shall enter into Power Purchase Agreement (PPA) with the Successful Bidder selected based on the provisions of the RFP
- 4.18.2 The PPA shall be signed within thirty (30) days of the date of issue of Letter of Intent (LoI).
- 4.18.3 The PPAs shall be valid for a period of fifteen (15) years from the COD of the Project
- 4.18.4 In case the Bidder intends to form a Project Company as per clause 4.2.2 of the RFP, then such Project Company will be the Successful Bidder for the execution and implementation of the PPA
- 4.18.5 Before signing of PPA with the Successful Bidders, Authorized Representative will verify the documents furnished by the Bidders at the time of bid submission including meeting the net worth criteria and the shareholding of the Project Company along with a copy of complete documentary evidence supported with the original documents. Authorized Representative at this stage may also ask the Bidders to furnish the audited balance sheet of the previous month along with complete Bank Statement starting from bid submission date along with a copy of the documents submitted with ROC which became due during this period. If at this stage it is found that the documents furnished by the Bidders are false / misleading or misrepresented in any way then the relevant provisions contained in this RFP will be applicable.
- 4.18.6 Before signing of PPA the Authorized Representative shall check for fulfilment of all obligations of Successful Bidder specified in this RFP and Authorized Representative shall have the right to forfeit the EMD in case the Successful Bidder does not fulfil any of the obligations.

4.18.7 The Offtaker reserves the right to convert the project from a third party PPA into a captive plant before the Commercial Operations Date of the project. In such a scenario the Tariff quoted by the Successful Bidder shall be reduced proportionately to consider the benefit of the equity contribution by SBI into the Special purpose vehicle (SPV) as per prevalent Group Captive structure norms. The project cost submitted in this bid will be taken as the base to determine the equity infusion requirement by the Offtaker.

4.19 Minimum Equity Requirements

4.19.1 The Company setting up the Project shall provide the information about the promoters and their shareholding in the Company to Authorized Representative indicating the Controlling Shareholding at the time of bid submission to Authorized Representative.

4.19.2 No change in the shareholding of the bidding Company or Lead Member in a bidding Consortium developing the Project(s) shall be permitted from Bid Deadline till the execution of the PPA. However, in case the Project(s) are being set up by a listed Company, this condition will not be applicable.

4.19.3 After execution of PPA, the percentage of Controlling Shareholding of the bidding Company or Lead Member in the Project Company setting up the Project shall be maintained for a period of one (1) year after COD of Project. Thereafter, any change can be undertaken after intimation to Authorized Representative.

4.19.4 Lead Member in the Consortium shall have the controlling shareholding in the Company having more than 51% of voting rights in the Company

4.20 Bank's right to accept any Bid and to reject any or all Bids

4.20.1 The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

4.21 Right to Verification

4.21.1 The Bank reserves the right to verify any or all of the statements made by the Bidder in the tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

4.22 Notices

4.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

4.23 Confidentiality

4.23.1 Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid

4.23.2 Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.

4.23.3 The Confidential Information will be safeguarded, and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.

4.23.4 The parties undertake to hold in confidence this RFP and RFP Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

4.23.5 The parties undertake to hold in confidence this RFP and RFP Documents and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- i. to their professional advisors;
- ii. to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;
- iii. disclosures required under applicable Law,

Without the prior written consent of the other parties of the concerned agreements.

4.23.6 Provided that the Successful Bidder agrees and acknowledges that Offtaker may at any time, disclose the terms and conditions of the RFP and RFP Documents to any person, to the extent stipulated under the applicable Law or the Bidding Guidelines.

4.24 Fraudulent & Corrupt practices

4.24.1 The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding process.

4.24.2 Without prejudice to the rights of the Bank under Clause 4.24.1 hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

4.24.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- iii. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during the bidding process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the

Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

- iv. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process
- v. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;
- vi. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and
- vii. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

4.25 Conflict of Interest

4.25.1 Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the bidding documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - a where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - b subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be

reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- vi. Such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

5 Bid Evaluation

5.1 Bidding Process / Opening of Techno-Commercial Bids

- 5.1.1 All the Techno-Commercial Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the Bid Schedule as per clause 4.14
- 5.1.2 Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in toto, without any deviation based on the contents of the bid itself, without recourse to extrinsic evidence.
- 5.1.3 If a Bid is not responsive, it will be rejected by SBI and will not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 5.1.4 SBI will further examine the Techno-Commercial Bids to determine
 - 5.1.4.1 Whether they are complete,
 - 5.1.4.2 Required formats have been furnished,
 - 5.1.4.3 The documents have been signed,
 - 5.1.4.4 RFP fees and valid EMD have been furnished. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- 5.1.5 After opening of the technical Bids and evaluation, some or all the Bidders may be asked to make presentations on the services to be offered by them.
- 5.1.6 The financial bids of only the qualifying bidders will be opened by the bank

5.2 Responsiveness check for Techno-Commercial Bid

- 5.2.1 The Techno-Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RFP. Any of the following may cause the Bid to be considered "Non-responsive", at the sole discretion of Offtaker:
 - i. Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, format for qualification requirement, applicable undertakings, valid Bid Security, details of generation source;
 - ii. Bid not signed by authorized signatory and / or stamped in the manner indicated in this RFP;
 - iii. Material inconsistencies in the information / documents submitted by the Bidder, affecting the Qualification Requirements;
 - iv. Information not submitted in the formats specified in this RFP;
 - v. A Bidder submitting more than one Bid from the same generation source or participating in more than one Bid;
 - vi. Bid validity being less than that required as per this RFP;
 - vii. Bid being conditional in nature;
 - viii. Bid not received by the Bid Deadline
 - ix. Non submission of Tender fee or Bid Security / EMD in acceptable form/amount along with the response to RFP
 - x. Bid has been submitted by a Consortium and is not accompanied by the Consortium Agreement and Power of Attorney
 - xi. Bid having Conflict of Interest;

- xii. Bidder delaying in submission of additional information or clarifications sought by Authorized Representative as applicable;
- xiii. Bidder makes any misrepresentation as specified in Clause 4.12.11
- xiv. Any indication of the Tariff in any part of bid, other than in the Financial bid

5.3 Evaluation of Bidder's fulfillment of Techno-Commercial qualification requirements

- 5.3.1 Authorized Representative will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RFP. During the examination and evaluation of bids, Authorized Representative may seek clarifications / additional documents / Rectification of errors / Discrepancies if any in the documents submitted etc. from the Bidders, if required, to satisfy themselves about the Bidder meeting the eligibility conditions. Bidders shall be required to respond to any clarifications/ additional documents sought by Authorized Representative within the timeline intimated by the Authorized Representative.
- 5.3.2 Evaluation of Bidder's Qualification will be carried out based on the information furnished by the Bidder as per the prescribed Formats as per section 7 of this RFP and related documentary evidence in support of meeting the Qualification Requirements as specified in Clause 4.2, 4.3 and 4.4. Non-availability of information and related documentary evidence for the satisfaction of Qualification Requirements may cause the Bid to be non-responsive.
- 5.3.3 Bids meeting the techno-commercial qualification requirements specified in this RFP shall be declared techno-commercially responsive and the corresponding Bidder shall be declared as the Qualified Bidders.

5.4 Evaluation of Financial Bid

- 5.4.1 Only the financial bids of the qualified bidders will be opened on the financial bid opening date. The qualified bidders may send their authorized representative to attend the financial bid opening
- 5.4.2 The Financial Bids submitted by the Qualified Bidders shall be scrutinized to ensure conformity with the provisions of Clause 4.11 and 4.12 of this RFP. Any Bid not meeting any of the requirements as per Clause 4.11 and 4.12 of this RFP may cause the Bid to be considered "Non-responsive" at the sole decision of the Offtaker.
- 5.4.3 The Qualified Bidder whose Bid is adjudged as responsive and who quotes the lowest Tariff in conformity with the provisions of Clause 4.11 and 4.12 shall be declared as the Successful Bidder (the "Successful Bidder").
- 5.4.4 In the event that two or more Bidders quote the same amount of lowest Tariff (the "Tie Bidders"), the Offtaker shall identify the Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 5.4.5 In the event that the Offtaker rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

5.5 Contacting the Bank

- 5.5.1 No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time, the Contract is awarded.
- 5.5.2 Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid

5.6 Issuing Letter of Intent (LOI) to successful Bidder

- 5.6.1 The Letter of Intent shall be issued to Successful Bidder selected as per the provisions of the Clause 5.1, 5.2, 5.3 and 5.4 of this RFP. Bank will notify Successful Bidder in writing by letter or fax/email that its Bid has been accepted.
- 5.6.2 The Successful Bidder shall unconditionally accept the LOI, and record on one (1) copy of the LOI, "Accepted Unconditionally", under the signature of the authorized signatory of the Successful Bidder and return such copy to the Offtaker within seven (7) days of issue of LOI.
- 5.6.3 If the Successful Bidder, to whom the Letter of Intent has been issued does not fulfill any of the conditions specified in the RFP, the Offtaker reserves the right to annul the award of the Letter of Intent of such Successful Bidder. Further, in such a case, the provisions of Clause 4.12.12 shall apply.
- 5.6.4 The Offtaker / Authorized Representative, in its own discretion, has the right to reject all Bids if the Tariffs are not aligned to the prevailing market prices.
- 5.6.5 Successful Bidders, selected by the Authorized Representative, based on this RFP shall submit Performance Bank Guarantee and Non-Disclosure Agreement as per clause before signing of the PPA.
- 5.6.6 SBI shall enter into Power Purchase Agreement (Draft provided with the RFP) with the Successful Bidder selected based on the provisions of the RFP and after receipt of Performance Bank Guarantee in acceptable format
- 5.6.7 On receipt and after verification of the Performance Bank Guarantee in acceptable form and after signing of the PPA, the earlier Bank Guarantees submitted towards Bid Security shall be returned to the Successful Bidder
- 5.6.8 The PPA shall be signed within thirty (30) days of the date of issue of Letter of Intent (LoI) and shall be valid for a period of fifteen (15) years from the COD of the Project.
- 5.6.9 Until the execution of a formal contract (PPA, the Bid document, together with the Bank's notification of award and the Bidder's acceptance thereof, would constitute a binding contract between the Bank and the Successful Bidder.
- 5.6.10 The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- 5.6.11 Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.

6 Dispute Resolution & Arbitration

6.1 Governing Law and Jurisdiction

6.1.1 This RFP shall be governed by, interpreted and construed in accordance with the laws of India. Subject to the provisions of Article 6.2 below, the courts of Hyderabad (India) shall have exclusive jurisdiction in relation to all matters arising out of this Agreement.

6.2 Arbitration

6.2.1 The Parties shall as far as possible try to settle any dispute, controversy or difference between the Parties arising out of or relating to this RFP amicably between the Parties. If the same is not settled amicably within a period of thirty (30) days such dispute, differences or controversy shall be referred to a committee formed by the senior management of both the Parties. The total composition of this committee shall not exceed 4 with equal members been appointed by both the Parties. In case such reference made to the committee is not settled within three (3) months then the same shall be referred to arbitration. In the event of any dispute, controversy or difference between the Parties arising out of or relating to this RFP (including a dispute relating to the validity or existence of this RFP and any obligations arising out of or in connection with this Agreement) **(a Dispute)** shall be referred to and finally resolved by arbitration.

6.2.2 In the event of any conflict of interpretation in terms and conditions between RFP document and the clarifications issued under this RFP or in case of any ambiguity, the provisions of PPA would prevail.

6.2.3 In the event of a Dispute, any party to the Dispute shall be entitled to refer the Dispute to arbitration to be finally resolved in the manner set out in this Article. In the interim, this RFP and the subsequent Agreements to be entered amongst the Bank and the successful bidder(s), the rights and obligations of the Parties shall remain in full force and effect pending the award in such arbitration proceeding.

6.2.4 If a Dispute is referred to arbitration by any Party such Dispute shall be resolved by a single arbitrator appointed jointly by the Parties and in the event of failure of the Parties to agree on a single arbitrator, the said arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act 1996 and the Rules framed thereunder as amended from time to time ("the Rules").

6.2.5 The place of the arbitration shall be Hyderabad and the language of the arbitration shall be English. The arbitration shall be conducted in accordance with the Rules, which Rules are deemed to be incorporated by reference in this Article.

6.2.6 The arbitration award of the arbitrator(s) shall be final and binding on the Parties and shall be enforceable in accordance with its terms. The arbitrator(s) shall state reasons for its/their findings in writing. The Parties waive any right of application or appeal to any court, insofar as such waiver is permitted by Applicable Law. The Parties agree to be bound thereby and to act accordingly. Each Party shall bear its own costs of the arbitration, including the costs incurred by the Parties in preparing and presenting their cases; provided, however, the arbitrator may order the expenses of the arbitration to be paid by the non-prevailing Party.

6.2.7 The Parties agree that either of them may seek interim measures of the Arbitration Act including injunctive relief in relation to the provisions of this RFP or the Parties' performance of it from the court of competent jurisdiction.

6.2.8 Each Party agrees that no Party shall have any right to commence or maintain any suit or legal proceedings (other than for interim or conservatory measures) until the Dispute has been determined in accordance with the arbitration procedure provided herein and then only for enforcement of the award rendered in the arbitration.

7 Formats for Bid submission

7.1 Contents of the Bid

7.1.1 The following formats are required to be submitted as part of the Bid. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Clause 4.2, 4.3 and 4.4 and other Bid submission requirements specified in the RFP.

- i. DD of Tender Fee (Envelope I)
- ii. FORMAT 1 - Format of Covering Letter (Envelope I)
- iii. FORMAT 2 - Format for Pre-Contract Integrity Pact (Envelope I)
- iv. FORMAT 3 – Non-Disclosure Agreement (Envelope I)
- v. FORMAT 4 - Formats for Power of Attorney (Envelope I)
- vi. FORMAT 5 - Format for Bank Guarantee of Bid Security / EMD (Envelope I)
- vii. FORMAT 6 - Format for Bank Guarantee for Performance Bank Guarantee
- viii. FORMAT 7 - Format for Board Resolutions (Envelope I)
- ix. FORMAT 8 - Format for Consortium Agreement (Envelope I)
- x. FORMAT 9 - Format for Techno-Commercial Bid : Technical Qualifications (Envelope I)
- xi. FORMAT 10 - Format for Techno-Commercial Bid : Financial Qualifications (Envelope I)
- xii. FORMAT 11 - Format for Financial Bid (Envelope II)

A Bidder may use additional sheets to submit the information for its detailed response.

FORMAT 1

Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)

Date: _____

Reference : RFP No _____

From: _____ (Insert name and address of bidding Company/ Lead Member of the Bidding Consortium)

Tel. #: _____

Fax #: _____

E-mail address: _____

To,

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

Sub: Response to RFP No. _____ dated _____ [Insert date in dd/mm/yyyy] for procuring solar energy through open access for the bank's two premises in Hyderabad

Dear Sir,

We, the undersigned _____ [insert name of the 'Bidder', Lead Member of Consortium, Consortium Members] having read, examined and understood in detail the RFP including Qualification Requirements in particular, terms and conditions of the standard PPA for supply of solar power for 15 years to premises of State Bank of India in Hyderabad, hereby submit our response to RFP. We are submitting our bid for supplying _____ MUs of contracted energy per year to SBI at Injection Point from the solar Project

We give our unconditional acceptance to the RFP, dated [Insert date in dd/mm/yyyy], standard PPA attached thereto, issued by Authorized Representative. In token of our acceptance to the RFP, PPA along with the amendments and clarifications issued by Authorized Representative, the same have been initialed by us and enclosed with the response to RFP. We shall ensure that the PPA is executed as per the provisions of the RFP and those of PPA attached with the RFP. Further, we confirm that the Project shall be commissioned within 180 days from the date of signing of PPA.

Bid Security / Earnest Money Deposit (EMD) (please read clause 4.9 carefully before filling)

We have enclosed Bid Security of INR. (Insert Amount), in the form of bank guarantee no..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format

5 from [Insert name of bank providing bank guarantee] and valid up to.....in terms of clause 4.9 of this RFP.

The total annual Contracted Energy shall be MUs per year.

We hereby declare that in the event that we are declared as Successful Bidder and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the offered capacity within 30 days of issue of Lol by Authorized Representative or we are not able to sign PPA with State Bank of India within 30 days of issue of Lol by Authorized Representative for offered energy units, then the Authorized Representative shall have the right to forfeit partial (or full) amount of EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to the part of the contracted energy units for which we submit the PBG and execute the PPA

We have submitted our response to RFP strictly as per Section – 7 (Formats) of this RFP, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

We hereby certify that,

- i. We hereby declare that we have not violated provisions of section 4 of this RFP
- ii. We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- iii. The Tariff submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- iv. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- v. The Tariff quoted in the Financial Bid are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- vi. We hereby unconditionally and irrevocably agree and accept that the decision made by Authorized Representative in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
- vii. Familiarity with Relevant Indian Laws & Regulations: We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to RFP, and execute the PPA, in the event of our selection as Successful Bidder.

We agree to abide by all the Bid terms and conditions of this document and the Tariff quoted therein up to the period prescribed in the Bid, shall remain binding upon us.

We are enclosing herewith our response to the RFP with formats duly signed as desired by you in the RFP for your consideration.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.

It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid.

We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.

We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.

It is confirmed that our response to the RFP is consistent with all the requirements of submission as stated in the RFP and subsequent communications from Authorized Representative.

The information submitted in our response to the RFP is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RFP.

We confirm that we or any of our Affiliates are not a wilful defaulter to any lender, and that there is no major litigation pending or threatened against us or any of our Affiliate(s) which are of a nature that could cast a doubt on the ability or the suitability for us to undertake the Project.

We confirm that all the terms and conditions of our bid are valid up to _____ (Insert date as per clause 4.15.1 of the RFP). The validity of our bid will be as per clause 4.15.1 of this RFP

Contact Person:

Details of the representative to be contacted by Authorized Representative are furnished as under:

Name:

Designation: _____

Company: _____

Address: _____

Phone Nos.: _____

Mobile Nos.: _____

Fax Nos.: _____

E-mail address: _____

Alternate Email address: _____

We have neither made any statement nor provided any information in this bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our bid are true and accurate. In case this is found to be incorrect after our selection

Request for Proposal (RFP) for selection of bidder for procuring solar energy through open access for bank's two premises in Hyderabad, Telangana

as Successful Bidder, we agree that the same would be treated as a Bidder event of default under PPA and consequent provisions of PPA shall apply.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board as per clause 4.11 and 4.12)

Seal of the Company

FORMAT 2

**Pre-Contract Integrity Pact
(To be stamped as an agreement)**

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its -----Department / Office at -----,-----,

(Hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s represented by

Shri , Chief Executive Officer (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence /prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- i. Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- ii. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

4. Commitments of the BUYER

- i. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- ii. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- iii. All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- iv. In case any such preceding misconduct on the part of such official(s) is
- v. reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

5. Commitments of BIDDERS

- i. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- ii. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iii. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with State Bank of India.
- iv. Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- v. The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- vi. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- vii. The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other

intermediaries in connection with the contract and the details of services agreed upon for such payments.

- viii. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- ix. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- x. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- xi. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- xii. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- xiii. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- xiv. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

6. Previous Transgression

- i. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- ii. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

7. Earnest Money (Security Deposit)

- i. While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from a nationalized Bank including SBI or its Subsidiary Banks. However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any nationalized Bank other than SBI or its Subsidiary Banks and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

- ii. Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- iii. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.
- iv. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

8. Sanctions for Violations

- i. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
 - a. To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
 - b. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - c. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - d. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
 - e. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - f. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - g. To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - h. To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

- i Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - j Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.
- ii. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
 - iii. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

9. Fall Clause

- i. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

10. Independent Monitors

- i. The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
.....
.....
.....
.....
- ii. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- iii. The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- iv. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- v. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- vi. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted

and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

- vii. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- viii. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

11. Facilitation of Investigation

- i. In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

12. Law and Place of Jurisdiction

- i. This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

13. Other Legal Actions

- i. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

14. Validity

- i. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.
- ii. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

Request for Proposal (RFP) for selection of bidder for procuring solar energy through open access for bank's two premises in Hyderabad, Telangana

12. The parties hereby sign this Integrity Pact at _____ on _____

For BUYER

Name of the Officer.

Designation

Office / Department / Branch

State Bank of India.

for BIDDER

Chief Executive Officer

Witness

1

2

Witness

1.

2.

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Note: This agreement will require stamp duty as applicable in the State where it is executed.

FORMAT 3

Non - Disclosure Agreement

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at Mumbai between:

_____ constituted under the _____ Act, _____ having its Corporate Centre at _____ (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART;

And

_____ (hereinafter referred to as "_____") which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

- a. _____ is carrying on business of providing _____, has agreed to _____ for the Bank and other related tasks.
- b. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. Confidential Information and Confidential Materials:

- i. "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement
- ii. Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

- iii. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

- iv. Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider shall appoint any Sub-Contractor then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause.
- v. Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
 - a the statutory auditors of the Bank and
 - b regulatory authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof
- vi. The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- vii. Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- viii. Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. Rights and Remedies

- i. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- ii. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

- iii. Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - a Suspension of access privileges
 - b Change of personnel assigned to the job
 - c Financial liability for actual, consequential or incidental damages
 - d Termination of contract
- iv. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. Miscellaneous

- i. All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- ii. Any document provided under this Agreement is provided with RESTRICTED RIGHTS.
- iii. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- iv. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- v. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- vi. In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at

Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

- vii. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- viii. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- ix. All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. Suggestions and Feedback

- i. Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ 2019 at _____
(Month) (Place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

FORMAT 4

Format for Power of Attorney

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at ,and M/s having its registered office at , (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (Insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered /Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RFP No.....We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RFP.
- ii) To do any other act or submit any information and documents related to the above response to RFP bid.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s as the Member of the Consortium have executed these presents on this..... Day ofunder the Common Seal of our company.

For and on behalf of Consortium Member M/s.....

(Signature of person Authorized by the board)

(Name

Designation:

Place:

Request for Proposal (RFP) for selection of bidder for procuring solar energy through open access for bank's two premises in Hyderabad, Telangana

Date:

Accepted

(Signature, Name, Designation and Address of the person Authorized by the board of the Lead Member)

Attested

(Signature of the executant)

(Signature & stamp of Notary of the place of execution)

Place: ----- Date: -----

Note: - Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in the RFP.

FORMAT 5

Format for Bid Security / Earnest Money Deposit

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

Ref. _____ Bank Guarantee No. _____

Date: _____

To,

Dear Sir,

Subject: Bid Security for selection of bidder for procuring solar energy through open access for bank's two premises (SBI Amravati LHO, SBI Data Centre) in Hyderabad, Telangana.

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal for supply, installation, testing and commissioning ofto State Bank of India and such services as are set out in the State Bank of India, Request for Proposal SBI: _____dated dd/mm/yyyy.

It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. _____/-(Rupees _____ Only) as Earnest Money Deposit.

M/s. _____, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. _____/-(Rupees _____ Only)

NOW THIS GUARANTEE WITNESSETH THAT

We _____ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs. _____/- (Rupees _____ Only) that may be demanded by SBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. _____/- (Rupees _____ Only).

We also agree to undertake to and confirm that the sum not exceeding Rs. _____/- (Rupees _____ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment to us of the sum not exceeding Rs. _____/- (Rupees _____ Only)
- b) Our liability under these presents shall not exceed the sum of Rs. _____/- (Rupees _____ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto _____ [insert date of validity in accordance with clause 4.9 of this RFP] provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto _____ [insert date of validity in accordance with clause 4.9 of this RFP] or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later.
- f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Notwithstanding anything contained hereinabove:

- (a) Our liability under this Bank Guarantee shall not exceed Rs./- (Rupeesonly)
- (b) This Bank Guarantee shall be valid upto[insert date of validity in accordance with clause 4.9 of this RFP]
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

FORMAT 6

Format for Performance Bank Guarantee

(To be submitted separately for each Project finalized with the Authorized Representative)

(Note: - Performance Guarantee calculated at INR 30 Lakh is to be submitted in 2 Nos. of Bank Guarantee in the ratio of 20% & 80% Value.)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected solar power developer') submitting the response to RFP inter alia for supply of _____MUs of solar energy to the two premises of State Bank of India in Hyderabad (SBI Amravati LHO and SBI Data Centre), at the Injection Point in response to the RFP dated..... issued by State Bank of India (hereinafter referred to as Authorized Representative) having its Corporate Office at State Bank Bhavan 9th Floor Madame Cama Road, Mumbai- 400 021 Maharashtra, India and Authorized Representative considering such response to the RFP of[insert the name of the selected Solar Power Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Intent No ----- to (Insert Name of selected Solar Power Developer) as per terms of RFP and the same having been accepted by the selected SPD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Solar Power Developer or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RFP, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to State Bank of India [Insert name of the Offtaker with which PPA will be signed] at [Insert Name of the Place from the address of the Offtaker with which PPA will be signed] forthwith on demand in writing from [Insert name of the Offtaker with which PPA will be signed] or any Officer Authorized by it in this behalf, any amount up to and not exceeding Rupees ----- [Total Value] only, on behalf of M/s _____ [Insert name of the selected Solar Power Developer / Project Company]

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (INR Only).

- i) Nos ----- dated ----, Value -----;
- ii) Nos----- dated ----, Value ---)

Our Guarantee shall remain in force until.....[Insert date corresponding to clause 4.10.3 of the RFP]. Solar Power Offtaker shall be entitled to invoke this Guarantee till[Insert date corresponding to thirty (30) days after the validity of the Performance Bank Guarantee as per clause **Error! Reference source not found.** of the RFP]

The Guarantor Bank hereby agrees and acknowledges that[Insert name of the agency with which PPA will be signed] shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by[Insert name of the Offtaker with which PPA will be signed], made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to[Insert name of the Offtaker with which PPA will be signed].

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the selected Solar Power Developer / Project Company as applicable] and/or any other person. The Guarantor Bank shall not require [Insert name of the Offtaker with which PPA will be signed], to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against[Insert name of the Offtaker with which PPA will be signed] in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Telangana shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly[Insert name of the Offtaker with which PPA will be signed] shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Solar Power Developer / Project Company , to make any claim against or any demand on the selected Solar Power Developer / Project Company or to give any notice to the selected Solar Power Developer / Project Company or to enforce any security held by[Insert name of the Offtaker with which PPA will be signed] or to exercise, levy or enforce any distress, diligence or other process against the selected Solar Power Developer / Project Company .

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to[Insert name of the Offtaker with which PPA will be signed] and may be assigned, in whole or in part, (whether absolutely or by way of security) by[Insert name of the Offtaker with which PPA will be signed] to any entity to whom[Insert name of the Offtaker with which PPA will be signed] is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (INR _____ only) and it shall remain in force until[Insert date corresponding to clause 4.10.3 of the RFP]. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if[Insert name of the Offtaker with which PPA will be signed] serves upon us a written claim or demand.

Request for Proposal (RFP) for selection of bidder for procuring solar energy through open access for bank's two premises in Hyderabad, Telangana

Signature _____

Name _____

Power of Attorney No. _____

For

_____ [Insert Name of the Bank] _____

Banker's Stamp and Full Address. Dated this ____ day of _____, 20__ Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed in Annexure B

FORMAT 7

Format for Board Resolutions

The Board, after discussion, at the duly convened Meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

1. **RESOLVED THAT** Mr./Ms....., be and is hereby Authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RFP vide RFP Nofor 'selection of bidder for procuring solar energy through open access for bank's two premises in Hyderabad, in the state of Telangana, including signing and submission of all documents and providing information / response to RFP to State Bank of India (Authorized Representative), representing us in all matters before Authorized Representative, and generally dealing with Authorized Representative in all matters in connection with our bid for the said Project. ***(To be provided by the bidding Company or the Lead Member of the Consortium)***
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. ***(To be provided by the bidding Company)***

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. ***(To be provided by the each Member of the Bidding Consortium including Lead Member such that total equity commitment is 100%)***

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s -----[Insert the name of other Members in the Consortium] and Mr./Ms....., be and is hereby Authorized to execute the Consortium Agreement. (To be provided by the each Member of the Bidding Consortium including Lead Member)

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated..... executed by the Consortium as per the provisions of the RFP. ***[To be passed by the Lead Member of the Bidding Consortium]***

3. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s..... (Insert name of bidding Company/ Consortium Member(s)) to use our financial capability for meeting the Qualification Requirements for the RFP for 'Selection of bidder for procuring solar energy through open access for bank's two premises in Hyderabad, in the state of Telangana' and confirm that all the equity investment obligations of M/s.....(Insert Name of bidding Company/ Consortium Member(s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. ***[To be passed by the entity(s) whose financial credentials have been used]***

Certified true copy

(Signature, Name and stamp of Company Secretary / Director)

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Director.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3. This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid

FORMAT 8

Format for Consortium Agreement

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

This Consortium Agreement ("Agreement") executed on this _____ day of _____ Two thousand _____ between M/s [insert name of Lead Member] _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "Member-1", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "Member-2", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "Member-n", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RFP and execution of Power Purchase Agreement (in case of award), against RFP No. _____ dated _____ issued by State Bank of India (Authorized Representative)

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS SBI desires to purchase solar power for two of its premises in Hyderabad (SBI Amravati LHO and SBI Data Centre)

WHEREAS, Authorized Representative had invited response to RFP vide its Request for Selection (RFP) dated

WHEREAS the RFP stipulates that in case response to RFP is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by Authorized Representative wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Member-2, ----, Member-n.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.

4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

6. We acknowledge that after the execution of PPA, the controlling shareholding (having not less than 51% of the voting rights) in the Project Company developing the Project shall be maintained for a period of (1) one year after commencement of supply of power.

7. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the SPD achieves Financial Closure in terms of the PPA.

8. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

9. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

10. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

11. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Telangana alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

12. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favor of State Bank of India (with which the PPA will be signed) in terms of the RFP.

13. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by Authorized Representative

14. The Lead Member is Authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RFP.

15. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of Authorized Representative.

16. This Agreement

- i. has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
- ii. sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
- iii. may not be amended or modified except in writing signed by each of the Members and with prior written consent of Authorized Representative.

17. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RFP and the PPA.

IN WITNESS WHEREOF, the Members have, through their Authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s-----[Member 1]

(Signature, Name & Designation of the person Authorized vide Board Resolution Dated)

Witnesses:

Signature-----

Name:

Address:

Signature -----

Name:

Address:

For M/s-----[Member 2]

(Signature, Name & Designation of the person Authorized vide Board Resolution Dated)

Witnesses:

Signature-----

Name:

Address:

Signature -----

Name:

Address:

For M/s-----[Member n]

Request for Proposal (RFP) for selection of bidder for procuring solar energy through open access for bank's two premises in Hyderabad, Telangana

(Signature, Name & Designation of the person Authorized vide Board Resolution Dated [●])

Witnesses:

Signature-----

Signature -----

Name:

Name:

Address:

Address:

Signature and stamp of Notary of the place of execution

FORMAT 9

Format for Techno-Commercial Bid: Technical Qualification Requirements

To,

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

Dear Sir,

Sub: Response to RFP No.for selection of bidder for procuring solar energy through open access for bank's two premises in Hyderabad, Telangana.

We hereby certify of the following project experience for satisfying the technical qualification requirements as per terms of the RFP

Project Experience in India

We certify that we have owned, installed and commissioned **at least ten (10) MW** of ground mounted solar projects in India till 31st December 2018. The list of project(s) are as given below (Indicate top 3 projects)

Project 1	Bidder Response
Project Name	
Project Capacity in MW (AC terms)	
State	
Name of Project Company/SPV	
Relationship of the Project Company/SPV with Bidding Company / Bidding Consortium Member	
Offtaker Name	
Mode (Group Captive / Third Party PPA / Discom Sale)	
Offsite / Onsite	
Term of the PPA	
Commissioning Date	
Commissioning certificate attached (Yes / No)	

Note: Bidder to attach a copy of the commissioning certificates for the projects mentioned above. Projects shall not be considered for satisfying qualification requirements without a proper commissioning certificate from appropriate authority

Certificate from Statutory Auditor/ Company Secretary in case qualification is sought on the basis of capability of affiliate / Parent Company.

1. In case the Bidder is seeking technical qualification on the basis of technical capability of its Parent Company and / or it's Affiliate(s) for the purpose of meeting the Technical Qualification Requirements the Bidder should also provide a certificate from Chartered Accountant / Company Secretary establishing the relationship between the Bidder and its Affiliate / Parent describing the shareholding between the Bidder and its parent / Affiliate.
2. In the event the Affiliate is under common control with the Bidder the relationship may be suitably described and similar certified.

3. In case the Bidder is seeking technical qualification on the basis of technical capability of its Parent Company and / or it's Affiliate(s) for the purpose of meeting the Technical Qualification the Parent Company and / or it's Affiliate(s) shall also provide a letter of comfort (official letter head) certifying the relationship.

In case the Bidder plans to supply solar energy from an existing solar plant in Telangana where the Bidder is an owner and operator

In case of Bidder being an owner and operator of an existing solar plant under clause 4.3.2 the bidder shall provide projects details as per below format and furnish certificate of commissioning as documentary evidence. Further the Developer shall also submit an undertaking stating the ability of the Developer to provide the annual contracted energy on or before the Scheduled Commercial Operation Date (SCOD) to SBI from the existing plant.

Project Details	Bidder Response
Project Name and Address	
Total Project Capacity in MW (AC terms)	
Name of Project Company/SPV	
Relationship of the Project Company/SPV with Bidding Company / Bidding Consortium Member	
Existing tied up energy quantum in MW and Offtaker	
Mode (Group Captive / Third Party PPA / Discom Sale)	
Term of the PPA	
Commissioning Date	

Signature & Name of the Authorized Signatory)

FORMAT 10

Format for Techno-Commercial Bid: Financial Qualification Requirements

(On Letter head of the Bidder)

To,

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

Dear Sir,

Sub: Response to RFP No.for selection of bidder for procuring solar energy through open access for bank's two premises in Hyderabad, Telangana

We certify that the Bidding Company/Lead Member in a Bidding Consortium has Net Worth as per audited annual accounts for the relevant financial year as given below,

Financial Year	As on DD / MM /YYYY	As on DD / MM /YYYY
Net-Worth in INR Crore or USD		
Annual Turnover in INR Crore or USD <i>Other Income as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.</i>		

This Net Worth has been calculated in accordance with instructions provided in clause 4.4.2 of the RFP

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

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Parent / Affiliates as per following details:

Request for Proposal (RFP) for selection of bidder for procuring solar energy through open access for bank's two premises in Hyderabad, Telangana

Name of Bidding Company	Name of Parent/ Affiliate of Bidding Company whose net worth is to be considered	Relationship with Bidding Company*	Financial Year to be considered for Net Worth of the respective company	Net Worth (in INR Crore) of the Member Company

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Parent / Affiliates as per following details

Name of Bidding Company	Name of Parent/ Affiliate of Bidding Company whose net worth is to be considered	Relationship with Bidding Company*	Financial Year to be considered for Annual Turnover of the respective company	Annual Turnover (in INR Crore) of the Member Company

*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

For the above calculations, we have considered the Net Worth by Lead Member of Bidding Consortium and/ or its Parent / Affiliates as per following details:

Name of Lead Member of Bidding Consortium	Name of Parent/ Affiliate of Lead Member whose net worth is to be considered	Relationship with Lead Member of Bidding Consortium*	Financial Year to be considered for Net Worth of the respective company	Net Worth (in INR Crore) of the Member Company

For the above calculations, we have considered the Annual Turnover by Lead Member of Bidding Consortium and/ or its Parent / Affiliates as per following details

Name of Lead Member of Bidding Consortium	Name of Parent/ Affiliate of Bidding Company whose net worth is to be considered	Relationship with Bidding Company*	Financial Year to be considered for Annual Turnover of the respective company	Annual Turnover (in INR Crore) of the Member Company

*The column for "Relationship with Lead Member of Bidding Consortium is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further,

documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.

(Signature & Name of the Authorized Signatory)

(Signature & Stamp of Chartered Accountant)

Membership No.

Regn. No. of the CA's firm:

Note:

1. Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth (as per the methodology stated in clause 4.4.2, 4.4.3 of this RFP)
2. Along with above format, the Bidder shall submit a certificate from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the minimum Annual Turnover criteria.
3. Bidding Company/ Lead Member of Bidding Consortium would be required to submit annual audited accounts for the last two financial years, i.e. FY 2016-17, FY 2017-18, certified by a practicing Chartered Accountant/ Statutory Auditor. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.
4. In case the Bidding Company / Lead Member of Bidding Consortium seeks qualification on the basis of financial capability of its Parent Company and / or it's Affiliate(s) for the purpose of meeting the Financial Qualification Requirements, then the Bidding Company / Lead Member of the Bidding Consortium would be required to submit annual audited accounts of the Parent Company and/or its Affiliate(s) for the last two financial years, i.e. FY 2016-17, FY 2017-18, certified by a practicing Chartered Accountant/ Statutory Auditor.
5. In case the Parent / Affiliate(s) being a foreign company, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Parent or Affiliate(s) is/ are located.

Certificate from Statutory Auditor/ Company Secretary in case qualification is sought on the basis of capability of affiliate / Parent Company.

1. In case the Bidding Company / Lead Member of Bidding Consortium is seeking financial qualification on the basis of financial capability of its Parent Company and / or it's Affiliate(s) for the purpose of meeting the Financial Qualification Requirements the Bidder should also provide a certificate from Chartered Accountant / Company Secretary establishing the relationship between Bidder and its Affiliate / Parent describing the shareholding between the Bidder and its parent.
2. In the event the Affiliate is under common control with the Bidding Company / Lead Member of Consortium, the relationship may be suitably described and similar certified.
3. In case the Bidding Company / Lead Member of Bidding Consortium is seeking financial qualification on the basis of financial capability of its Parent Company and / or it's Affiliate(s) for the purpose of meeting the Financial Qualification Requirements the Parent Company and / or it's Affiliate(s) shall provide a Letter of Comfort (official letter head) to certify the relationship

FORMAT 11

Format for Financial Bid

(Financial Bid Covering Letter (On Bidder's letter head))

To,

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

Sub: Response to RFP No.for selection of bidder for procuring solar energy through open access for bank's two premises in Hyderabad, Telangana.

Dear Sir,

I/ We, _____ (Bidder name) enclose herewith the Financial Proposal for selection of my / our firm for the following –

Quoted Tariff		
	<i>In figures up to 3 decimal places (INR/kWh)</i>	<i>In words (INR/kWh)</i>
Tariff in INR/kWh applicable for entire term of the PPA i.e. 15 Years at the Injection Point		

Break-up of the Landed cost till the Delivery Point based on charges for FY19				
Charges	Unit	Applicability under Telangana Solar Policy 2015 (Yes/ No/ Not Applicable)	SBI Armavati LHO	SBI Data Centre
Delivery Point Voltage	kV		11 kV	33 kV
Tariff at Injection Point	INR per kWh			
Distribution Charges	INR per kWh			
Distribution Losses	INR per kWh			
Cross Subsidy Surcharge	INR per kWh			
Additional Surcharge	INR per kWh			
Banking Charges	INR per kWh			
SLDC Charges	INR per kWh			
Electricity Duty	INR per kWh			

Request for Proposal (RFP) for selection of bidder for procuring solar energy through open access for bank's two premises in Hyderabad, Telangana

Any Other Charges	INR per kWh			
Landed Cost for SBI	INR per kWh			

Estimated Project Cost: (INR)

Debt Equity Ratio:

Note:

- 1 Tariff shall mean the levelized per kWh rate (up to 3 decimal places), quoted by the Bidder for the entire term of the PPA at the Injection Point.
- 2 In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
- 3 The tariff shall be an all-inclusive tariff till the Injection Point.
- 4 All other charges from Injection Point till Delivery Point, namely wheeling charges & losses, statutory/regulatory charges, taxes and electricity duties, and any other charges if applicable shall be borne by the Offtaker.
- 5 The Bidder shall provide the details/breakup of all the all statutory/regulatory charges and losses, wheeling charges & losses, taxes and electricity duties, and any other charges that may accrue to the Offtaker from the Injection Point up to Delivery Point.
- 6 The Estimated Project Cost would be utilized only in case the Offtaker exercises its right to convert the project to a captive plant at any time during the process up to commercial operation date

Authorized Signature:

Name:

Designation:

Name & Address of the Firm/Consortium

Annexure A

Technical Parameter of PV Module and various other components for use in Grid Connected Solar Power Plants

All components of the PV plant shall be in accordance with technical specifications given in relevant IS/IEC Standards. The design and commissioning also shall be as per latest IEC/IS standards. The following are some of the technical measures required to ensure quality of the major components used in grid connected solar power Projects.

PV Module Qualification

The PV modules used in the grid connected solar power Projects must qualify to the latest edition of any of the following IEC PV module qualification test or equivalent BIS standards.

Crystalline Silicon Solar Cell Modules	IEC 61215
Thin Film Modules	IEC 61646
Concentrator PV modules	IEC 62108

In addition, PV modules must qualify to IEC 61730 for safety qualification testing @1000 V DC or higher. The PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.

Power Conditioners/ Inverters

The Power Conditioners/Inverters of the SPV power plants conform to the latest edition of IEC/ equivalent BIS Standards as specified below:

Efficiency Measurements	IEC 61683
Environmental Testing	IEC 60068-2/IEC 62093
Electromagnetic Compatibility (EMC)	IEC 61000-6-2, IEC 61000-6-4
Electrical Safety	IEC 62103/ IEC 62109-1&2
Protection against Islanding of Grid	IEEE1547/ IEC 62116/ UL1741 or equivalent

EN/BIS Standards

Other Sub-systems/Components

Other subsystems/components used in the SPV power plants (Cables, Connectors, Junction Boxes, Surge Protection Devices, etc.) must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance (IEC Standard for DC cables for PV systems is under development. It is recommended that in the interim, the Cables of 6001800 Volts DC for outdoor installations should comply with the draft EN50618 for service life expectancy of 25 years).

Authorized Test Centers

The PV modules/ Power Conditioners deployed in the power plants shall have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the NABL Accredited Test Centres in India. In case of module types/ equipment for which such Test facilities may not exist in India, test certificates from reputed ILAC Member Labs abroad will be acceptable.

Warranty

PV modules used in grid connected solar power plants must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years

Identification and Traceability

Each PV module used in any solar power Project must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions)

6. Name of the manufacturer of PV Module
7. Name of the Manufacturer of Solar cells
8. Month and year of the manufacture (separately for solar cells and module)
9. Country of origin (separately for solar cells and module)
10. I-V curve for the module at Standard Test Condition (1000 W/mPP2PP, AM 1.5, 25PP0PPC)
11. Wattage, I_m , V_m and FF for the module
12. Unique Serial No. and Model No. of the module
13. Date and year of obtaining IEC PV module qualification certificate
14. Name of the test lab issuing IEC certificate
15. Other relevant information on traceability of solar cells and module as per ISO 9000 Site owners would be required to maintain accessibility to the list of Module IDs along with the above parametric data for each module.

Performance Monitoring

All grid Solar PV Power Plants must install necessary equipment to continuously measure solar radiation, ambient temperature, wind speed and other weather parameters and simultaneously measure the generation of DC power as well as AC power generated from the plant. They will be required to submit this data to DISCOM or any other designated agency on line and/or through a report on regular basis every month for the entire duration of PPA. In this regard they shall mandatorily also grant access to DISCOM or any other designated agency to the remote monitoring portal of the power plants on a 24X7 basis.

Safe Disposal of Solar PV Modules

The SPD will ensure that all Solar PV modules from their plant after their 'end of life' (when they become defective / non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2011" notified by the Government and as revised and amended from time to time.

Annexure B

List of Banks for issuance of Bank Guarantees against EMD and PBG

SCHEDULED COMMERCIAL BANKS	OTHER PUBLIC SECTOR BANKS
NATIONALISED BANKS	IDBI Bank Ltd.
1. Allahabad Bank	FOREIGN BANKS
2. Andhra Bank	1. Bank of America
3. Bank of India	2. Bank of Tokyo Mitsubishi UFJ Ltd.
4. Bank of Maharashtra	3. BNP Paribas
5. Canara Bank	4. Caylor Bank
6. Central Bank of India	5. Citibank N.A.
7. Corporation Bank	6. Deutsche Bank A.G
8. Dena Bank	7. The Hong Kong and Shanghai Banking Corpn. Ltd.
9. Indian Bank	8. Standard Chartered Bank
10. Indian Overseas Bank	9. Societe Generale
11. Oriental Bank of Commerce	10. Barclays Bank
12. Punjab National Bank	11. Royal Bank of Scotland
13. Punjab & Sind Bank	12. Bank of Nova Scotia
14. Syndicate Bank	13. Development Bank of Singapore (DBS Bank Ltd.)
15. Union Bank of India	14. Credit Agricole Corporate and Investment Bank
16. United Bank of India	SCHEDULED PRIVATE BANKS
17. UCO Bank	1. Federal Bank Ltd.
18. Vijaya Bank	2. ING Vysya Bank Ltd.
19. Bank of Baroda	3. Axis Bank Ltd.
	4. ICICI Bank Ltd.
	5. HDFC Bank Ltd.
	6. Yes Bank Ltd.
	7. Kotak Mahindra Bank
	8. IndusInd Bank Ltd.
	9. Karur Vysya Bank

Annexure C
Pre-Bid Query Format

(To be provided strictly in excel)

Bidder Name	S. No	RFP Page No	Clause No	Existing Clause	Query/Suggestions