



Request for Proposal (RFP)

**FOR SELECTION OF CONSULTANT FOR THE BANK'S
CARBON NEUTRALITY PROJECT**

RFP No. : SBI/CPP/02/2017

Dated: 24.07.2017

**CREDIT POLICY AND PROCEDURES DEPT.,
CORPORATE CENTRE,
MUMBAI - 400021**

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1. BID DETAILS

1	Date of commencement of Bidding Process (Posting of Tender Document on Web Site / Publication of Tender)	Date: 24.07.2017
2	Last date and time for downloading Bidding Documents	Date: 22.08.2017 Time: 5.30 PM.
3	Last date and time for receipt of written queries for clarification from bidders	Date: 03.08.2017 Time: 5.30 PM
4	Reply to query	Date: 10.08.2017 Time: 5.30 PM.
5	Last Date and Time for Bid Submission	Date: 23.08.2017 Time: 5.30 PM.
6	Date and Time of Technical Bid Opening	Tentative Date: 28.08.2017 Time: 2.30 P.M. Authorised Representatives of Bidder may be present during opening of Technical Bid. However Technical Bids would be opened even in the absence of any or all of the bidder's representatives. Venue will be advised separately.
7	Address for communication (Bank)	1. Name: Dinesh Pruthi 2. Dy. General Manager (Sustainability) State Bank of India, 4th floor, State Bank Bhavan, Madam Cama Road, Mumbai - 400021 3. Fax:022-22021906 4. Email:dgm4.cppd@sbi.co.in
8	Earnest Money Deposit	Amount Rs. 100000.00 (Rupees One lac only) in the form of Demand Draft in favour of State Bank of India payable at Mumbai. EMD should be enclosed with Technical Bid, with bidder name recorded on reverse.
9	Bidder Contact Details	Bidder to Provide following information: 1.Name of the Company 2.Contact Person 3.Mailing address with Pin Code 4.Telephone number and Fax Number 5. Mobile Number 6. e-mail
10	Date of Commercial Bid Opening	On a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. Authorised Representatives of Bidder may be present during opening of <u>Indicative Commercial Bid</u> . However Bids would be opened even in the absence of any or all of the bidder's representatives.

2. Overview

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. Presently with a network of over 24128 branches, the Bank also has presence in 37 countries across the globe. Our Bank recognised the concerns of climate change, and corporate social obligations and undertook various green initiatives viz. setting up windmills of 15 MW capacity, energy efficiency measures, and substantial migration of transaction on alternate channels platform to reduce paper use. .

3. Purpose

In order to take green initiatives forward to the next level, the Bank propose to adopt carbon neutrality strategy for its domestic operations with an **intention to achieve the status of Carbon Neutrality by, say, 2030** in a phased manner.

4. Invitation

The Bank invites Proposals (the "Proposals") for selection of Consultant with the requisite expertise to provide us with a structured framework and time bound action plan in implementing the Carbon Neutrality project. The Consultant will be responsible for Comprehensive Green House Gas (GHG) Inventorization, Data Management, Verification & Reporting GHG inventory, GHG reduction and drawing up of offset strategy including guidance and consultancy for installation of captive renewable power projects, and Certification & Assurance of the Bank's Carbon Neutrality initiatives. This will include support to the Bank in drawing up scope of work / TOR for engaging EPC Contractor as well as O&M service provider to provide end to end solution in respect of setting up captive RE power plants.

The bidders desirous of taking up the project are invited to submit their technical and commercial proposals in response to this RFP. The criteria and the actual process of evaluation of the response to this RFP and subsequent selection of the successful bidder (Consultant) will be entirely at Bank's discretion. The applicants should have the necessary experience, capability and expertise to perform as per the scope of work adhering to Bank's requirements/terms and conditions outlined in this RFP. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the 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 a Successful Bidder (Consultant).

5. RFP Terminology

Definitions – Throughout this RFP, unless inconsistent with the subject matter or context:

- 5.1 Applicant/Bidder– An eligible entity/firm submitting a Proposal/Bid in response to this RFP

75.2 Successful bidder/ Consultant: The bidder who gets finally selected in evaluation process under this RFP.

5.3 Bank/SBI - Reference to the “the Bank”, “Bank” shall be determined in context and may mean without limitation “State Bank of India, and its subsidiaries”.

5.4 Proposal/ Bid – the Bidder’s written reply or submission in response to this RFP

5.5 RFP – the request for proposal (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.

5.6 Scope of work–“Services” or “Work” means all services, work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the work as defined in Annexure-III of this document.

6. **Eligibility Criteria:**

Applicants must carefully read the minimum conditions of eligibility criteria provided herein. Proposals of only those Applicants who satisfy these conditions will be considered for evaluation. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following.

- (A) **Technical Capacity:** The Applicant shall have, over the past **5 years** preceding the Bid Submission date (BSD), experience on the following:
 - Undertaken a minimum of **one** greenhouse gas reduction strategy/plan for Govt. organization/ PSUs.
 - or
 - any reputed organization with turnover of INR 1000 crore or more.
 - Consulted in procurement of at least 50 MW of renewable power. Projects should have been successfully awarded.
 - Provided consultancy services to at least 3 organizations in developing a strategy for renewable energy procurement.
 - Worked with equipment suppliers and EPC/installers in the area of renewable energy.
- (B) **Financial Capacity:** The Applicant shall have received a minimum income of Rs.100 crore per annum from professional fees during each of the **three** financial years preceding the BSD. For the avoidance of doubt, professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients.
- (C) **Operational Presence:** To cover SBI’s pan-India operations, the applicant should have a presence at the metro cities/ major cities of the country
- (D) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (E) below.
- (E) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the following conditions of Eligibility:

Key Personnel	Educational Qualification	Length of Professional experience	Experience on eligible assignments
Project Manager	Post graduate in Environment Science, Energy Specialisation, or equivalent	Minimum 10 years	Minimum 3 years
Low Carbon Strategy Expert	Post graduate/Graduate in Environment Science, Energy Specialisation, or equivalent	Minimum 5 years	Minimum 3 years
GHG Inventorisation Expert	Post graduate/Graduate in Environment Science, Energy Specialisation, or equivalent	Minimum 3 year	Minimum 2 years
RE Expert	Post graduate/Graduate in Electrical Engineering/Energy or equivalent	Minimum 3 years	Minimum 1 year

- (F) The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities to achieve the desired goal of the Bank to become carbon neutral over a period of time in time bound manner:

SN	Key Personnel
1	Project Manager
2	Low Carbon Strategy Expert
3	GHG Inventorisation Expert
4	RE Expert
5	Resource Team

- (G) The proposed team shall be composed of experts and specialists (the

“**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in Annexure-I.

- (H) No sub consultancy is allowed for any part of the contract.
- (I) Any entity which has been barred by the Central Government, any State Government, a statutory Bank, public/private sector bank or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- (J) An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

(K) Conflict of Interest: An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Bank for, *inter alia*, the time, cost and effort of the Bank including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Bank hereunder or otherwise. It is further clarified that:

- i. The Bank requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Bank's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
- ii. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Bank.
- iii. Without limitation on the generality of the foregoing, the consultants, and any of their affiliates, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below:

- **Conflicting assignment/job**: The consultant (including its personnel) or any of its affiliates shall not be hired for any assignment/job that, by its nature, may be in conflict with another assignment/job of consultancy to be executed for the same and/or for another employer.

- **Conflicting relationships:** The consultant (including its personnel) having a business or family relationship with a member of SBI's staff who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to SBI throughout the selection process and the execution of the contract.
- iv. The consultant has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interests of SBI, or that may reasonably be perceived as having this effect. If the consultant fails to disclose such conflicts of interest and if SBI comes to know of such a situation at any time, then SBI reserves the right to disqualify the consultant during the bidding process or to terminate its contract during the tenure of assignment.

7. Scope of Work (SOW): As given in Annexure III.

8. Disclaimer

- i. The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants 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 and all other terms and conditions subject to which such information is provided.
- ii. This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their 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 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. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the Successful Bidder (Consultant).
- iii. 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 part of this RFP or arising in any way for participation in this Bid Stage.

- iv. 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.
- v. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Successful Bidder (Consultant), 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.
- vi. 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 by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and 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 in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

9. Earnest Money Deposit (EMD)

- i. Bidder shall submit the EMD of Rs. 100000.00/- (Rs. One lac only) as Bid Security in the form of Demand Draft in favour of State Bank of India, (Credit Policy & Procedures Department) payable at Mumbai. EMD may be forfeited in the event of withdrawal of bid during the period of bid validity or if successful bidder (Consultant) fails to sign the contract in accordance with the terms & conditions and other requirements specified in RFP or it's any act not in line with contract obligations.
- ii. EMD should be kept in the envelope containing technical Bid. Any bid not accompanied with the requisite EMD shall be treated as non-responsive and is liable to be rejected.
- iii. The EMD of the unsuccessful bidders will be returned as early as possible. EMD of Consultant (Successful bidder) will be returned upon the Consultant signing the contract.
- iv. No interest is payable on the amount of EMD.
- v. If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future RFPs floated by the Bank/ procuring department as per sole discretion of the Bank.

10. Bidding Document:

- i. Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. Interested applicants holding the requisite experience and capabilities as specified in this RFP for undertaking the Consultancy may participate in the Selection Process by submitting the bids as expected in this document.
- ii. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation/Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Bank's decisions are without any right of appeal

whatsoever.

- iii. No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application.
- iv. The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Bank/Project site etc. The Bank will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

11. Preparation and submission of bids:

- A. The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted as required in Annexure-I and the Financial Proposal on the lines of Annexure-II. The selected Applicant shall be required to enter into an agreement on the Bank's Standard Service Level Agreement (SLA).
- B. **Technical Proposal:** While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
 - i. The Bid Security as stipulated is provided ;
 - ii. All forms are submitted and signed by the authorised signatories;
 - iii. Power of Attorney, if applicable, is executed;
 - iv. CVs of all Professional Personnel have been included;
 - v. Key Personnel have been proposed with adequate experience in their field.
 - vi. No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
 - vii. CVs have been recently updated and signed and dated by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned/without countersigned CVs shall be rejected;
 - viii. The CVs should contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
 - ix. Professional Personnel proposed have good working knowledge of English language;
 - x. Key Personnel would be available for the period indicated in the SOW;
 - xi. No Key Personnel should have attained the age of 75 (seventy five) years at the time of submitting the proposal.
 - xii. If an individual Key Person makes a false averment regarding his/ her qualification, experience or other particulars, or his/her

commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he/she shall be liable to be debarred for any future assignment of the Bank for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

- xiii. The Technical Proposal should not include any financial information relating to the Financial Proposal.

C. Financial Proposal

- 1) Applicants shall submit the financial proposal in the formats at Annexure-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2) While submitting the Financial Proposal, the Applicant shall ensure the following:
 - i. All the costs associated with the assignment are included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (in the field, office etc), accommodation, air/transit fare, equipment, printing/typing of documents, surveys, technical investigations etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - ii. The Financial Proposal shall take into account all tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
 - iii. Costs (including break down of costs) shall be expressed in INR.

D) Other conditions for bid submission:

- i. The Applicants shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorised Signatory/representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the Bank and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied

version of the RFP and the original RFP issued by the Bank, the latter shall prevail.

- ii. The Proposal will be sealed in an outer envelope which will bear the address of the Bank, RFP Notice number, Consultancy name and the name and address of the Applicant. It shall bear on top, the following: “Do not open, except in presence of the Authorised Person of the Bank”. If the envelope is not sealed and marked as instructed above, the Bank assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.
- iii. The outer envelope will contain two separate sealed envelopes; one clearly marked **‘Technical Proposal’** and the other clearly marked **‘Financial Proposal’**.
 - a. The envelope marked “Technical Proposal” shall contain Application in the prescribed complete format **Annexure-I** together with supporting documents and Bid security.
 - b. The envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format **Annexure-II**.
 - c. The Technical Proposal and Financial Proposal shall be typed and signed by the Authorised Signatory/Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person signing the Proposal.
 - d. The completed Proposal must be delivered on or before the specified time on Bid Submission Date. Proposals submitted by any other mode (fax, e-mail, etc.) shall not be entertained.
 - e. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
 - f. The rates quoted shall be firm throughout the period of performance of the assignment and discharge of all obligations of the Consultant under the Agreement.
 - g. The Bank reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Bank to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Bank there under.
 - h. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the PO or entering into of the Agreement, and if the Successful Applicant has already been issued the PO or has entered into the Agreement, as the

case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Bank without the Bank being liable in any manner whatsoever to the Applicant or Consultant, as the case may be.

- i. In such an event, the Bank shall forfeit and appropriate the Bid Security against the estimated compensation and damages payable to the Bank for, *inter alia*, time, cost and effort of the Bank, without prejudice to any other right or remedy that may be available to the Bank.
- j. Notwithstanding anything contained in this RFP, the Bank reserves the right to accept or reject any Proposal and/or to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. The Bank reserves the right to reject any Proposal if:
 - i. at any time, a material misrepresentation is made or discovered, or
 - ii. the Applicant does not provide, within the time specified by the Bank, the supplemental information sought by the Bank for evaluation of the Proposal.
- k. Improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Bank reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Bank, including annulment of the Selection Process.
- l. All communications including the submission of Proposal should be addressed to Shri Dinesh Pruthi, Dy. General Manager, State Bank of India, Credit Policy & Procedures Deptt. 4th Floor, State Bank Bhawan, Madame Cama Road, Mumbai 400021 and should contain the following information, to be marked at the top in bold letters:

RFP No. SBI/CPP/02/2017 Dated: 22.07.2017.

- m. The Applicant is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Applicant's risk and may result in rejection of its bid. While SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Applicants. Furthermore, during the RFP process, SBI has disclosed or will disclose in the RFP and corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Applicants from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda.
- n. If deemed necessary the Bank may seek clarifications on any aspect from the Applicant. However that would not entitle the applicant to change or cause any change in the substances of the bid already submitted or the price quoted. The applicant may be asked to give presentation for the purpose of clarification of the bid.

- o. At any time prior to the deadline for submission of bids, SBI may modify the bidding document by amendment. Any clarification issued by SBI will be in the form of an addendum/ corrigendum and will be available in SBI's website - <https://www.bank.sbi> and/or <https://www.sbi.co.in>. The amendment will be binding on all bidders. SBI, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account. Interested applicants are advised to frequently visit these sites for updating themselves about changes, if any made in the RFP before the bid submission date.
- p. Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by understanding the Project, paying a visit to Project site (with prior written consent of the user department), if required, sending written queries to the Bank, and attending a Pre-Bid Session on the date and time specified in this RFP.
- q. SBI may, at its sole discretion, organise a pre-bid meeting, to resolve any queries, bidder may have. Any clarification on queries raised by bidder will be provided to the bidders in writing/by email or will be published on SBI's website. The exact date, time and location of the pre-bid meeting will be communicated to each bidder.
- r. Bid shall remain valid for **180 days** from the bid submission date. A bid valid for shorter period is liable to be rejected. The bidder may be required to give consent for the extension of the period of validity of the bid beyond initial **180** days, if so desired by the Bank in writing or by fax. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD. However, any extension of validity of bids will not entitle the bidder to revise/ modify the bid document.
- s. Wilful 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.
- t. Bids, including any accompanying documents, will become property of SBI. The bidders shall be deemed to agree, and grant all rights to SBI, to reproduce the whole or any portion of their solution 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.
- u. The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Bank prior to last Bid Submission Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the last Bid Submission Date. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate. Any alteration / modification in the Proposal or additional information or material supplied subsequent to the last Bid Submission Date, unless the same has been expressly sought for by the Bank, shall be disregarded.
- v. The rates and/ or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure

to ensure this shall make the bid liable to be rejected. Before opening of commercial bid, if price revision is envisaged by the Bank, revised commercial bid may be required to be submitted in a separate sealed envelope.

- w. The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past three financial years (FY 2014-15, 2015-16, and 2016-17) and the fee received in respect of each of the similar Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.
- x. The Applicant should submit a Power of Attorney as specified in Annexure-I, however, such Power of Attorney would not be required if the Application is signed by a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership.
- y. It shall be deemed that by submitting the Proposal, the Applicant has:
 - i. made a complete and careful examination of the RFP;
 - ii. received all relevant information requested from the Bank;
 - iii. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Bank or relating to any of the matters;
 - iv. satisfied itself about all matters, things and information, including matters referred to herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - v. acknowledged that it does not have a Conflict of Interest; and
 - vi. agrees to be bound by the undertaking provided by it under and in terms hereof.
 - vii. Agrees that the Bank shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Bank.

12. Opening and evaluation of bids/Selection Process:

- i. The Bank would adopt a two stage selection process (collectively the “**Selection Process**”) in evaluating the Proposals comprising technical and financial bids to be submitted by interested parties in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out. Proposals will finally be ranked according to their combined technical and financial scores. The first ranked Applicant shall be Successful for negotiation (the “**Successful Applicant**”).
- ii. The Bank shall open the ‘Technical Proposals’ in the presence of the Applicants who choose to be present. The date and time for the same will be advised through mail. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date.

- iii. Proposals for which a notice of withdrawal has been submitted shall not be opened.
- iv. Prior to evaluation of Proposals, the Bank will determine whether each Proposal is responsive to the requirements of the RFP. The Bank may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive if:
 - a. the Technical Proposal is received on specified Annexure-I;
 - b. it is received by the Bid Submission Date/time including extension granted by the Bank, if any;
 - c. it is accompanied by the Bid Security.
 - d. it is signed, sealed, bound together in hard cover and marked as stipulated;
 - e. it is accompanied by the Power of Attorney (where applicable);
 - f. it contains all the information as requested in the RFP;
 - g. it does not contain any condition or qualification; and
 - h. it is not non-responsive in terms hereof.
- v. The Bank reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Bank in respect of such Proposals.
- vi. The Bank shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified/the criteria set out in this RFP.
- vii. After the technical evaluation, the Bank shall prepare a list of pre-qualified and shortlisted Applicants for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Bank will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out.
- viii. Applicants are advised that Selection will be entirely at the discretion of the Bank. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.
- ix. Any information contained in the Proposal shall not in any way be construed as binding on the Bank, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.
- x. Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Bank in relation to matters arising out of, or concerning the Selection Process.
- xi. The Bank will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The Bank may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Bank. The Successful bidder shall agree and undertake a Non-disclosure Agreement and

Pre Contract Integrity Pact as and when provided by the Bank.

- xii. In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of SOW, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 60 marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score .
- xiii. The scoring criteria to be used for evaluation of Technical Proposals shall be as follows.

SN	Parameter	Maximum marks	Criteria for evaluation
1	<p>Relevant experience of the applicant in handling projects involving GHG inventorization, developing GHG abatement and offset strategies, RE procurement and adoption strategy.</p> <p>(Note: List only those assignments for which the applicant was legally contracted by the client as a company or was one of the joint venture partners. Assignments completed by the consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience. The applicant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references.)</p>	30	30% of the marks to be awarded for the number of comparable assignments undertaken by the applicant firm. The remaining 70% shall be awarded for the (i) comparative size and quality of comparable assignments; (ii) other similar works in other carbon neutrality related sectors; and (iii) overall turnover experience and capacity of the firm
2	<p>Adequacy and quality of the proposed methodology and work plan in responding to the Scope of Work.</p> <p>a. Approach and methodology</p> <p>b. Work Plan and presentation</p> <p>Total</p>	<p>25</p> <p>10</p> <p>35</p>	Evaluation will be based on the quality of submissions and presentation made to the Bank
3	Key personnel's qualifications and	35	The number of points to be assigned

	competence for the assignment.		to each of the Key personnel 3(a) to 3(d) shall be determined considering the following sub criteria and relevant percentage weights:
	3(a). Project Manager	5	i. 20% on general qualification (general education, training and experience). ii. 80% on adequacy and experience of handling similar assignments.
	3(b). Low carbon Strategy Expert	5	
	3(c). GHG Inventorization Expert	5	
	3(d).RE Expert	5	
	3(e).Resource Team	15	3 marks per team member (They should possess adequate qualification and exposure in related field)
	Grand Total	100	
	The minimum Technical score required to qualify.	60	

xiv. **Short-listing of Applicants:** Of the Applicants ranked as aforesaid, not more than five applicants shall be pre-qualified and short- listed for financial evaluation in the second stage. However, if the number of such pre- qualified Applicants is less than two, the Bank may, in its sole discretion, pre-qualify the Applicant(s) whose technical score is less than 60 points even if such Applicant(s) do(es) not qualify; provided that in such an event, the total number of pre-qualified and short-listed Applicants shall not exceed two.

xv. **Evaluation of Financial Proposal:** In the second stage, the financial evaluation will be carried out. Each financial Proposal will be assigned a financial score(s). The Bank will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the SOW within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100. The financial scores of other proposals will be computed as follows:

$$Sf = 100 \times Fm / F \quad \text{where "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.}$$

The Weight given to the Technical (T) and Financial (P) proposal are:

T = 70%

P = 30%

Proposals will be ranked based on their combined scores according to their combined technical (St) and financial (Sf) scores using the weights (T= the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T+P= 1) as follows:

$$S = St \times T\% + Sf \times P\%$$

The Successful Applicant shall be the first ranked Applicant [having the highest combined score(S)].

13. Negotiation and Award of Contract

- i. The Successful Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.
- ii. SBI will not consider substitution of professional staff before signing the contract as well as during the tenure of the assignment unless both parties agree that undue delay in the selection of professional staff makes such substitution unavoidable, or for reasons such as death or medical incapacity, or if the professional staff has left the organisation. Any proposed substitute shall have equivalent or better qualifications and experience and complete details be submitted by the consultant within the 15 days of such event.
- iii. Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.
- iv. The Successful Applicant shall at their own expenses, indemnify the Bank against any loss on claims due to loss of data /damage to data of the Bank arising as a consequence of breach of any clause in terms and conditions of the agreement.
- v. **Award of Consultancy (Purchase Order):** After selection, a Purchase Order (“PO”) shall be issued, in duplicate, by the Bank to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the PO, sign and return the duplicate copy of the PO in acknowledgement thereof. In the event the duplicate copy of the PO duly signed by the Successful Applicant is not received by the stipulated date, the Bank may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant for pre-estimated loss and damage suffered by the Bank on account of failure of the Successful Applicant to acknowledge the PO, and the next highest ranking Applicant may be considered.
- vi. After acknowledgement of the PO as aforesaid by the Successful Applicant, it shall execute the Agreement within the period. The Successful Applicant shall not be entitled to seek any deviation in the Agreement.
- vii. The Consultant shall commence the Services as envisaged in SOW within **Thirty (30) days** of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement or commence the assignment within the specified time, the Bid Security of the Applicant shall be forfeited and appropriated.
- viii. **Proprietary data:** All documents/information provided by the Bank or submitted by an

Applicant to the Bank shall remain or become the property of the Bank. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Bank will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Bank in relation to the Consultancy shall be the property of the Bank.

14. Subcontracting

As per scope of the RFP the subcontracting is not permitted.

15. Powers to Vary or Omit Work

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful applicant except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful applicant to make any variation without prejudice to the contract. The successful applicant shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the successful applicant, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful applicant to make such other modified variation without prejudice to the contract. The successful applicant shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If Bank confirms his instructions, the successful applicant's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- ii. In any case in which the successful applicant has received instructions from Bank as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the Successful bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing as to the extent of change in contract price, before the finally successful applicant proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

16. No Waiver of Bank Rights or Successful Applicant's Liability

Neither any payment sign-off by Bank, nor any payment by Bank for acceptance of the whole or any part of the work, nor any extension of time by Bank shall affect or prejudice the rights of Bank against the finally Successful Applicant, or relieve the finally successful applicant of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful bidder for the payment of damages

whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify Bank nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the successful bidder against Bank.

17. Cancellation of Contract

The Bank shall have the right to cancel the contract with the Successful bidder at any time during the contract period, by giving a written notice of at least one month, for any valid reason, including but not limited to the following reasons:

- i) Laxity in following standards laid down by the Bank
- ii) Excessive delay in execution of orders placed by the Bank
- iii) Discrepancies / deviations in the agreed processes,
- iv) Violation of terms & conditions stipulated in this RFP

18. Liquidated Damages

If finally Successful Applicant fails to perform services within stipulated time schedule or for any loss suffered by the Bank, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% of the total project cost for delay of each week or part thereof maximum up to 10% of contract price. Once the maximum is reached, SBI may consider termination of Contract pursuant to the conditions of contract.

19. Termination for Default

SBI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the finally Successful applicant, terminate the contract in whole or part: if it fails to deliver the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if it fails to perform any other obligation(s) under the Contract. In the event SBI terminates the Contract in whole or in part, SBI may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered and the finally successful applicant shall be liable to Bank for any excess costs for such similar/such services. However, finally successful applicant shall continue the performance of the contract to the extent not terminated.

20. Force Majeure

- i. Any failure or delay by successful applicant or Bank in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party, is not a default or a ground for termination.
- ii. If Force Majeure situation arises the bidder shall promptly notify Bank in writing of such conditions and the cause thereof. Unless otherwise agreed by SBI in writing, the bidder shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

21. Termination for Insolvency

SBI may at any time terminate the Contract by giving written notice to the bidder, if it becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to SBI.

22. Governing Law and Disputes (Applicable in case of successful applicant only)

- i. All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI or Successful applicant), can give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- ii. The Successful applicant shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- iii. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

23. Governing language

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

24. Governing Law

The contract shall be interpreted in accordance with the laws of the Government of India.

25. Taxes and Duties

The Successful applicant shall be entirely responsible for all kinds of applicable taxes and therefore should be included in the price bid and should be specified separately.

All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Successful applicant.

26. Selected Successful applicant's Obligation

The Successful applicant is obliged to work closely with SBI's staff, act within its own authority and abide by directives issued by SBI from time to time.

The Successful applicant is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours on the part of its personnel.

The Successful applicant will treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of SBI as explained under 'Non Disclosure Agreement' in **Annexure E** of this document.

27. Transition Clause

In the event of failure of the Successful applicant to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Successful applicant. The existing Successful applicant shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Successful applicant shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing Successful applicant is breach of this obligation, they shall be liable for paying a penalty on demand to the Bank, which may be settled from the payment of invoices for the contracted period.

28. Miscellaneous Terms & Conditions

- a) Until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the vendor.
- b) State Bank of India is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.
- c) The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same on its website <https://www.bank.sbi> and /or <https://www.sbi.co.in> before the last date for submission of response under this RFP. The applicants should be agreeable for the same.
- d) Bids not conforming to the requirements of the RFP may not be considered by SBI. However, SBI reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of SBI, the best interest of SBI be served by such waiver.
- e) SBI shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by SBI in its sole discretion include but are not limited to, the following:
 - (i) Services Contemplated are no longer required
 - (ii) Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
 - (iii) Proposed prices are unacceptable to the Work
 - (iv) The Project is not in the best interest of SBI
 - (v) Any other reason
- f) Pre-bid meeting, if any, will be held to brief the intending bidders about the requirements of the Bank and to furnish clarifications on any points / queries received from them. No separate communication will be sent for this meeting.

g) SBI reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.

i) During the term of agreement, successful applicant will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, Bank will also not hire or retain, either as an employee or consultant, any employee of the successful applicant.

j) All pages of RFP should be stamped and signed by Authorized Signatory of the successful applicant and to be submitted with the bids.

k) Bank may choose to take an undertaking from successful applicant's employees to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of successful applicant's employees worked/working on Bank's project as may have been undertaken / executed by the successful applicant. Successful applicant should be agreeable for any such undertaking/verification.

ANNEXURE-I**TECHNICAL PROPOSAL****Letter of Proposal**

(On Applicant's letter head)

(Date and Reference)

To,
State Bank of India,
Credit Policy & Procedures Department,
4th Floor, State Bank Bhawan,
Madame Cama Road ,
Mumbai - 400021

Appointment of Consultant for the Bank's Carbon Neutrality Project

Dear Sir,

With reference to your RFP Document dated I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for the Bank's Carbon Neutrality Project. The proposal is unconditional and unqualified.

2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Bank any additional information it may deem necessary or require for supplementing or authenticating the

Proposal.

5. I/We acknowledge the right of the Bank to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Bank or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public Bank nor have had any contract terminated by any public/private sector Bank for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations in relation to the RFP Documents, including any Addendum issued by the Bank;
 - (b) I/We do not have any conflict of interest in accordance with Clause no. 6 (J) of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Bank or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - (e) We certify that we have not made any changes from the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document. 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.
 - (f) we hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity
8. I/We understand that you may cancel the Selection Process at any time

and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with the RFP document.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Bank which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority/ Bank is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Bank [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The EMD of Rs. ***** (Rupees *****) in the form of a Demand Draft is attached, in accordance with the RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the Agreement, if any, provided in the RFP. We agree not to seek any changes in the aforesaid

form and agree to abide by the same.

18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Bank or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
19. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory) (Name and seal of the Applicant / Lead Member)

Particulars of the Applicant

1.1	Title of Consultancy: <u>for the Bank's Carbon Neutrality Project</u>
1.2	Title of Project:
1.3	<p>State the following:</p> <p>Name of Company or Firm:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>Fax No. :</p>

1.4	<p>For the Applicant, state the following information:</p> <p>(i) In case of non Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If so, provide the office address (es) in India.</p> <p>(ii) Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>(iii) Has the Applicant ever failed to complete any work awarded to it by any public Bank/entity in last five years? Yes/No</p> <p>(iv) Has the Applicant been blacklisted by any Government department/Public Sec SOW Undertaking in the last five years? Yes/No</p> <p>(v) Has the Applicant suffered bankruptcy/insolvency in the last five years? Yes/No</p>
1.5	<p>Does the Applicant's firm/company combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Applicant agree to limit the Applicant's role only to that of a consultant/ adviser to the Bank and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No</p>

1.8	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant? Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Bank only? Yes/No</p>
-----	--

(Signature, name and designation of the authorised
signatory) For and on behalf of

.....

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref.

Date:

To,

State Bank of India,

Credit Policy & Procedures Department,

4th Floor, State Bank Bhawan,

Madame Cama Road,

Mumbai - 400021

Dear Sir,

Sub: RFP for Consultant: for the Bank's Carbon Neutrality Project

I/We hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert individual's name) will act as our Authorised Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of

.....

**Please strike out whichever is not applicable*

Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for the Bank’s Carbon Neutrality Project including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Bank, representing us in all matters before the Bank, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Bank in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Bank.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY
OF,
20**

For(Signature, name, designation and address)

Witnesse:

- 1.
- 2.

Notarised

Accepted

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarised by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

Financial Capacity of the Applicant

S. No.	Financial Year	Annual Revenue (Rs. In crore)
1.		
2.		
3.		

Certificate from the Statutory Auditor^{\$}

This is to certify that(name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

^{\$} In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of comparable Assignments [#]
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4.							
5.							
6.							

[#]Refer Experience of Key Personnel

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of SOW (not more than two pages)

The Applicant shall clearly state its understanding of the SOW and also highlight its important aspects. The Applicant may supplement various requirements of the SOW and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the SOW.

2. Methodology and Work Plan (not more than three pages)

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the SOW. The Applicant will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services. To this end, the applicant may also require to make presentation to the Bank on the date and time advised separately through mail.

Note: Marks will be deducted for writing lengthy and out of context responses.

Abstract of Similar Assignments of the Applicant[#]

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. _____ (lakh)	Professional fees received by the Applicant (in Rs. lakh)
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				

The Applicant should provide details of only those projects that have been undertaken by it under its own name.

* The names and chronology of similar Projects included here should conform to the project- wise details submitted.

Certificate from the Statutory Auditor \$

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm: Seal of the audit firm Date:

(Signature, name and designation of the authorised signatory)

\$ In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

Abstract of Similar Assignments of Key Personnel[@]

Name of Key Personnel:

Designation:

S.No	Name of Project*	Name of Client	Estimated capital cost of project (in Rs. cr.)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Mandays spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

[@] Use separate Form for each Key Personnel.

* The names and chronology of projects included here should conform to the project-wise details submitted in Form-11 of Annexure-I.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

Similar Assignments of Applicant

Name of Applicant:	
Name of the Project:	
Description of services performed by the Applicant firm:	
Name of client and Address:(Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs. _____crore)	
Payment received by the Applicant (in Rs. _____ crore):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
- 3.

Similar Assignments of Key Personnel

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Name of Consulting Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address: (indicate whether public or private)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in Rs. crore):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.</p> <p style="text-align: right;">(Signature and name of Key Personnel)</p>	

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name of project responsibilities	Description of
-------------------------------------	----------------
8. Details of the current assignment and the time duration for which services are required for the current assignment.
Certification:
 - 1 I am willing to work on the Project and I will be available to undertake the assignment in case of an award.
 - 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place..... (Signature and name of the Key Personnel)

Note

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Annexure-I.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

ANNEXURE-II

**FINANCIAL PROPOSAL
Covering Letter**
(On Applicant's letter head)

(Date and
Reference)

To,

State Bank of India,

Credit Policy & Procedures Department,

4th Floor, State Bank Bhawan,

Madame Cama Road ,

Mumbai - 400021

Dear

Sir,

Subject: Appointment of Consultant for the Bank's Carbon Neutrality Project

I/We, _____ (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of _____ days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

Financial Proposal

Item No.	Description	Amount (Rs.)
A.	Phase 1:	
B.	Phase 2:	
C.	Man-month Cost for additional scope of work tentatively for 18 months #	
D.	SUB TOTAL (A+B+C)	
E.	GST	
F.	TOTAL COST OF THE CONSULTANCY (D+E) In Indian Rupees in Figures in Words_____	

Note:

- I. All additional expenses including travel to and stay at project locations will be covered as part of the abovementioned project cost.
- II. # Man-month Cost for additional scope of work will trigger only when implementation of abatement strategies identified in phase 2 will start with the approval of the Bank. Payment will be made at quarterly intervals subject to satisfactory performance of Consultant towards achieving the resultant GHG reduction as a part of additional scope of work.

Scope of Work (SOW)

1. GENERAL

- 1.1 The Bank seeks the services of qualified firms to provide a structured framework and time bound action plan in implementing the Carbon Neutrality project for its domestic operations. The Consultant will be responsible for Comprehensive GHG Inventorization, Data Management, Verification & Reporting of GHG inventory, GHG reduction and offset strategy including guidance and consultancy for installation of captive renewable power projects, and Certification & Assurance of the Bank's Carbon Neutrality initiatives. This will include support to the Bank in drawing up scope of work / TOR for engaging EPC Contractor as well as O&M service provider to provide end to end solution in respect of setting up captive RE power plants. The Scope of Work (the "**SOW**") for this assignment are specified below.
- 1.2 The Consultant shall assist the Bank by furnishing clarifications as required for the financial appraisal and legal and regulatory angle scrutiny of the Captive power Project(s) per se, and Bid Documents for engaging EPC Contractor.
- 1.3 The Consultant shall also participate in the pre-bid meeting with the Bidders of the Captive RE Project and assist the Bank in clarifying the technical aspects arising from the Bid Documents including the Feasibility Report.

2. OBJECTIVE

The objective of this consultancy is to assist the Bank to adopt carbon neutrality strategy for its domestic operations with an intention to achieve the status of Carbon Neutrality by, say, 2030 in a phased manner.

3. SCOPE OF WORK

3.1 Scope of Work:

Bank's endeavor to become carbon neutral over a period of time, broadly keeping in view the following:

- I. RE Power which is more economical and appropriate for our Bank's investment for captive use, in States where the Govt. policies are conducive.
- II. Consider both on-site as well as off-site solar power plants. On-site (roof, parking area, open area) in Bank's own premises would be more energy efficient on account of lower transmission losses.
- III. For off-site solar installation, it would be preferable to go for distributed captive plants located close to clusters of our own end user units at various places within a State (Advantages : lower transmission charges and losses, easier monitoring).
- IV. Setting up wind power plants for captive use may also be considered case to case, based on the suitability of geographical locations and policy support by the respective State Govt so as to have a mixed portfolio of renewable sources.
- V. Innovative renewable energy strategies could be considered eg. purchase of power directly from off- site projects (Solar or Wind), if (II) / (III) are not feasible.
- VI. Purchase of already commissioned solar or wind projects under stress may also be an option for captive use, provided plant capacity and other related factors satisfy the requirement of the Bank in the particular geographical area.

Phase 1: Comprehensive GHG Inventorization of SBI's Operations

Develop a complete and comprehensive GHG inventory of SBI's operations across all locations including setting up a data management system that will be used for current and future inventorization activities. This phase will include:

- (i) Setting boundary and scope of emissions for inventorization process
 - ✓ Establish a project management team
 - ✓ Identification / categorization of various sources and sinks including:
 - Material and energy balance at individual office facilities
 - Information on functions under management control and functions that are outsourced
 - List of suppliers and other relevant value chain partners
 - ✓ Maturity analysis/assessment of sources and sinks identified
- (ii) Setting up SBI's GHG inventorization Data Management System
 - ✓ Development of data collection formats and protocols
 - ✓ Collection of GHG emissions data
 - ✓ Development of GHG estimation tool and analysis of collected data.
 - ✓ Incorporation of key GHG monitoring parameters in the MIS

(iii) Establish, verify and report GHG inventory

- ✓ Estimation of sector/source wise greenhouse gas emissions (top-down/bottom-up approach)
- ✓ Estimation of the level of uncertainty
- ✓ Internal verification of data

(iv) Undertake awareness programme and capacity building measures among staff member in general and to a dedicated team in particular who can take the Bank's carbon neutrality project forward.

(v) Help the Bank in getting prepared for certification of GHG Inventory if required.

A final report containing SBI's complete GHG inventory and offsets along with details on boundary/source selection and collection methodologies has to be provided by the Consultant.

Phase 2: Develop GHG Abatement and Offset Strategy

Propose a detailed, exhaustive GHG abatement and offset strategy based on the GHG inventorization exercise carried out in phase 1, which will enable SBI achieve carbon neutrality by the target year. This phase will include:

(i) Modeling of emission trajectories to forecast emissions till the target year

- ✓ Identification of future growth/expansion pathways/strategies of the Bank
- ✓ Development of anticipated growth scenarios for the target year
Identification of appropriate and most relevant/accurate forecasting models/techniques
- ✓ Collate results of the models to forecast GHG emission scenarios (including business-as-usual scenario)

(ii) Develop GHG abatement strategy with a focus on renewable energy and energy efficiency

- ✓ Under this step, the Consultant is expected to assist SBI in developing a comprehensive phase wise strategy for renewable energy procurement including a plan for reduction of power purchase costs entailing the following:
 - Analyzing the current power consumption source, pattern and costs for each office in accordance with the mapping conducted in the inventorisation step.
 - Assessment of growth in state-wise power demand for all offices of SBI
 - Evaluating options for RE procurement etc. considering availability of land/ roof top, commercial, regulatory and other considerations
 - Identifying investment requirements
 - Mode of procurement (centralized procurement vs de-centralized contracts with vendors)
 - Pros and cons of centralized vs decentralized capacity additions
 - Approach for project management/ monitoring.

- ✓ Evaluation and prioritization of abatement options based on multiple parameters including:
 - Assessment of degree of feasibility
 - Key drivers for commercialization
 - Filtering of project options
 - Matrix of technology performance
 - ✓ Develop a GHG emission abatement/reduction roadmap with feasible year on year GHG reduction targets and viable business cases for each of the identified options. This should look at elements of the following among others:
 - Economic viability of technology options
 - Developing the business model and investment strategy
 - Handling multifarious requirements for construction of captive plants viz. suitability of technology, assessment of optimum capacity requirement, liaising with various electricity and other regulatory authorities, preparation of scope of work, terms of reference for appointment of EPC contractor to provide end to end solution, supervision of erection, commissioning of the plant, O&M etc.
- (iv) Develop GHG offset strategy
- ✓ Estimate total reduction potential of all proposed mitigation opportunities and shortfall in achieving carbon neutrality
 - ✓ Assess scale of offsetting requirements
 - ✓ Develop GHG offset selection criteria
 - ✓ Develop a GHG offset purchase strategy estimating total cost and implementation barriers for proposed offsetting techniques and propose low cost approach

The service provider is expected to provide a detailed roadmap with an exhaustive list of GHG abatement and offset measures along with cost requirements for individual measures and plausible timelines within which SBI can implement these measures.

Additional Scope of Work

In order to achieve an overall goal of 10% reduction of GHG emissions in 3 years, the consultant will also be expected to work with SBI in implementation of the abatement measures identified in the Phase 2. Tentative scope of work will be as follows:

- Assist in the bidding/procurement process including preparation of ToR's, selection of contractors, selection of technology etc.
- Assist in monitoring the implementation of abatement measures by setting up a programme management unit/cell.
- Recalculation of the GHG/carbon footprint during subsequent years
- Assist SBI staff in capacity building and training at circles and select branches identified during the period

- Assist in purchasing offsets from eligible projects and internationally recognised mechanisms
- Presentation to the senior management at periodic intervals
- Certification & Independent Assessment of SBI Carbon Reduction. The service provider is to assist SBI in independent assessment of its carbon neutrality measures and acquire subsequent certification(s) validating its carbon neutral status through accredited agencies. The service provider is expected to:
 - (i) Assist SBI in preparing declaration of commitment to carbon neutrality for public disclosure including:
 - Current carbon footprint
 - Carbon Footprint Management Plan for neutrality
 - (ii) Assist SBI in preparing declaration of achievement of carbon reduction for public disclosure including:
 - Reduction in footprint achieved
 - Offsetting of remaining emissions
 - (iii) Assist SBI in preparing for validation of achievement of carbon reduction through:
 - Self-validation or
 - Third party independent assessment acquiring carbon neutrality certification like BSI PAS 2060, Various Carbon Neutrality Certifications, etc.

The Consultant shall, upon award of the Consultancy, submit its proposal covering each of the above scope of work along with an index plan giving the rationale of its proposal. This proposal shall form part of the Inception Report.

3.2 Preliminary designs

The Consultant shall arrive at the preliminary designs of various components of the scope of services described above. It shall be responsible for the accuracy of the details, designs, components, etc. The layout and preliminary designs shall be supplemented with explanatory drawings, statements, charts, notes as necessary.

3.3 Project cost

The Consultant shall work out indicative/estimated cost of project for the Bank's Carbon Neutrality with a break up of cost for each of the 2 phases, and Man-month cost for additional scope of work.

4. DELIVERABLES

The Consultant shall deliver the following deliverables (the “**Deliverables**”) during the course of this Consultancy.

- Inception report detailing methodology and work plan within 1 month of date of agreement
- Awareness and capacity building measures among staff
- Quarterly progress report/ presentation within 15 days of end of each quarter to be made to the committee/ board.
- Final GHG inventory of SBI
- Final GHG Abatement Strategy document
- Annual progress report at end of 1st, 2nd and 3rd year from the date of engagement. Preparation of a Dashboard showing quarterly progress of GHG emission and reduction thereof.
- Inventorization of entire Bank carbon footprint by end of each year from the date of engagement.
- If any identified abatement strategy is approved by the Bank for implementation, the Consultant will ensure to implement the same to achieve the resultant GHG reduction as a part of additional scope of work.
- Report outlining year on year percentage reduction of GHG footprint.

‘Assistance during bid process

The Consultant shall provide the required assistance preparation of bid documents. The Consultant shall also participate in Pre- bid meetings and assist in preparation of answers to the Bidders’ queries on technical aspects of the Project and Bid Documents.

5. TERMS OF PAYMENT

- 5.1 The terms of payment will be linked to the specified Deliverables as given below:

Phases	Description of Deliverables	Payment %
Phase 1		
Inception report for the GHG Inventory	Submission of inception report	30%

Complete Inventorization	Completion of GHG Inventorization of SBI's Operations along with setting up scope and boundary	70%
Phase 2		
Inception Report of the GHG Strategy		30%
Final GHG Abatement and Offset Strategy		70%
Additional Scope of work		
Quarterly Progress Report	Man-month Basis at quarterly intervals will trigger only when implementation of any abatement strategy identified in phase 2 will start with the approval of the Bank. Payment will be made at quarterly intervals subject to satisfactory performance of Consultant towards achieving the resultant GHG reduction as a part of additional scope of work.	-

6. MEETINGS

The Bank may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held at the Bank's office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified Bidders or the Selected Bidder. The expenses towards attending such meetings during the period of Consultancy, including travel costs and *per diem*, shall be part of Financial Proposal contained in Form-2 of Annexure -II of the RFP.

7. REPORTING

- 7.1 The Consultant will work closely with the Bank. The Bank has constituted a committee to appoint a consultant and monitor its performance. A designated official of the Bank will be responsible

for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.

- 7.2 The Consultant may prepare a report highlighting issues that could become critical for the timely completion of the Project and that require attention of the Bank.
- 7.3 The Consultant will make a presentation on the inception report for discussion with the committee at a meeting. This will be a working document. The Consultant is required to prepare and submit a monthly report that includes and describes, *inter alia*, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the SOW or any other matters regarding work scope and related issues; and so on. The Consultants' work on the SOW tasks should continue while the report is under consideration and is being discussed.
- 7.4 Regular communication with the committee and the designated official is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.
- 7.5 The Deliverables will be submitted as per schedule provided in this RFP.

8. **INFORMATION TO BE SHARED WITH CONSULTANT BY THE BANK:**

The Bank shall provide to the Consultant the necessary information available with the bank that is required on a need to know basis.

9. **COMPLETION OF SERVICES**

- 9.1 All the study outputs shall be compiled and submitted by the Consultant to the Bank in hard copy and/or soft form apart from the reports indicated in the Deliverables (para 4). The study outputs shall remain the property of the Bank and shall not be used for any purpose other than that intended under the Scope of Work without the permission of the Bank. **The Consultancy shall stand completed on acceptance by the Bank of all the Deliverables of**



the Consultant and execution of the project or 3 years from the Effective Date, whichever is earlier. The Bank shall issue a certificate to that effect. The Consultancy shall in any case be deemed to be completed upon expiry of [3 (three)] years from the Effective Date, unless extended by mutual consent of the Bank and the Consultant.

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

1. _____ is carrying on business of
providing _____, has agreed to
_____ for the Bank and other related tasks.
2. 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:**

(a) "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

(b) 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.

(c) "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**

(a) 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 Contractor shall appoint any Sub-Contractor then the Contractor may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Customer an undertaking in similar terms to the provisions of this clause.

(b) 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:

(1) the statutory auditors of the Receiving Party and

(2) regulatory authorities regulating the affairs of the Receiving Party and inspectors and supervisory bodies thereof

(c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement

(d) 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.

(e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. **Rights and Remedies**



(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use 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.

(b) 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.

(c) 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

(d) 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**

(a) 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.

(b) Any software and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

(c) 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.

(d) 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.

(e) 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.

(f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly Successful 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.

(g) 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.

(h) 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.

(i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. Suggestions and Feedback

(a) 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 _____ 2017 at _____
(month) (place)

For and on behalf of _____

Name		
Designation		
Place		



Signature		
-----------	--	--

For and on behalf of _____

Name		
Designation		
Place		
Signature		

Compliance Statement**DECLARATION****Terms & Conditions**

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

We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.

We certify that we have not made any changes from the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document. 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 hereby undertakes that its name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

We certify that the items offered by us in response to the bid conform to the technical specifications stipulated in the bid with the following deviations:

- 1)
- 2)
-

(If left blank it will be construed that there is no deviation from the specification given above)

Signature:

Seal of Company

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20____, between, on 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 :

- 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
- 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:

Commitments of the BUYER

1.1 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.

1.2 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.

1.3 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.

2. In case any such preceding misconduct on the part of such official(s) is 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.

Commitments of BIDDERS

2. 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:

3. 1 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.

3.2 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 disfavour to any person in relation to the contract or any other contract with State Bank of India.

3.3* 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.

3.4* 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.

3.5* 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.

3.6 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.

3.7 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.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 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.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 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.

3.13 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.

4. Previous Transgression

4.1 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.

4.2 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.

5. Earnest Money (Security Deposit)

5.1 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.

5.2 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.

5.3 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.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 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:

(i) 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.

(ii) 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.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) 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.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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.

(ix) 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.

(x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

6.2 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.

6.3 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.

7. Fall Clause

7. 1 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.

8. Independent Monitors

8.1 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).

8.2 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.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 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.

8.6 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.

8.7 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.

8.8 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.

9. Facilitation of Investigation

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.

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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.

12. Validity

12.1 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.

12.2 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.

13. 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.