REQUEST FOR PROPOSAL (RFP)

GRID CONNECTED ROOFTOP SOLAR PV PROJECTS — WORLD BANK’s PROGRAM

ENGAGEMENT OF INDEPENDENT VERIFICATION AGENCY

RFP REFERENCE NO. CPP/WB/IVA/01
DATED: 18.09.2017

STATE BANK OF INDIA,
CREDIT POLICY & PROCEDURE DEPARTMENT,
4th Floor, STATE BANK BHAWAN,
MADAME CAMA ROAD, NARIMAN POINT,
MUMBAI – 400 021
<table>
<thead>
<tr>
<th></th>
<th>TABLE OF CONTENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bid details</td>
</tr>
<tr>
<td>2</td>
<td>Overview</td>
</tr>
<tr>
<td>3</td>
<td>Purpose</td>
</tr>
<tr>
<td>4</td>
<td>Invitation</td>
</tr>
<tr>
<td>5</td>
<td>Definitions</td>
</tr>
<tr>
<td>6</td>
<td>Eligibility Criteria</td>
</tr>
<tr>
<td>7</td>
<td>Terms of Reference</td>
</tr>
<tr>
<td>8</td>
<td>Earnest Money Deposit (EMD)</td>
</tr>
<tr>
<td>9</td>
<td>Clarification and amendment of RFP documents</td>
</tr>
<tr>
<td>10</td>
<td>Bidding Document</td>
</tr>
<tr>
<td>11</td>
<td>Validity period of the Proposed Bid</td>
</tr>
<tr>
<td>12</td>
<td>Preparation of proposal /Bid</td>
</tr>
<tr>
<td>13</td>
<td>Commercial Proposal</td>
</tr>
<tr>
<td>14</td>
<td>Submission, receipt and opening of proposal</td>
</tr>
<tr>
<td>15</td>
<td>Proposal evaluation</td>
</tr>
<tr>
<td>16</td>
<td>Disclaimer</td>
</tr>
<tr>
<td>17</td>
<td>Contract finalisation</td>
</tr>
<tr>
<td>18</td>
<td>Confidentiality Agreement / Undertaking</td>
</tr>
<tr>
<td>19</td>
<td>Indemnification</td>
</tr>
<tr>
<td>20</td>
<td>Termination of Agreement</td>
</tr>
<tr>
<td>21</td>
<td>Miscellaneous Terms &amp; Conditions</td>
</tr>
<tr>
<td>Annexure A</td>
<td>Eligibility Criteria</td>
</tr>
<tr>
<td>------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Annexure B</td>
<td>Penalty Clause</td>
</tr>
<tr>
<td>Annexure C</td>
<td>Proforma of Application For Bank’s Independent Verification Agency</td>
</tr>
<tr>
<td>Annexure C-1</td>
<td>Particulars To Be Furnished For The Purpose of Appointment of Independent Verification Agency</td>
</tr>
<tr>
<td>Annexure C-2</td>
<td>Details of Partners/Directors and Key Employees On Firm’s Payroll</td>
</tr>
<tr>
<td>Annexure C-3</td>
<td>Particulars in respect of consultancy services at whole organization level for institutions during last ten years</td>
</tr>
<tr>
<td>Annexure D</td>
<td>Terms Of Reference</td>
</tr>
</tbody>
</table>
**REQUEST FOR PROPOSAL (RFP)**

**FOR APPOINTMENT OF INDEPENDENT VERIFICATION AGENCY**

### 1. BID DETAILS

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date and time of commencement of Bidding Process (i.e Posting of Tender Document on Web Site)</td>
<td>Date: 18.09.2017</td>
</tr>
<tr>
<td>2.</td>
<td>Last date and time for receipt of written queries for clarification from bidders</td>
<td>Date: 27.09.2017 Time: 5.00 P.M</td>
</tr>
<tr>
<td>3.</td>
<td>Last date and time for reply to queries by the Bank</td>
<td>Date: 10.10.2017 Time: 5.00 P.M</td>
</tr>
<tr>
<td>4.</td>
<td>Last date and Time for submission of Technical and Commercial Bid by the bidders</td>
<td>Date: 25.10.2017 Time: 3.00 P.M</td>
</tr>
<tr>
<td>5.</td>
<td>Date and Time of opening of the Technical Bids</td>
<td>Will be informed later on.</td>
</tr>
<tr>
<td>6.</td>
<td>Date of announcement of name of bidders who qualify under Technical Bid</td>
<td>Will be informed later on.</td>
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<td></td>
<td>Date and Time of opening of the Commercial Bids</td>
<td>Will be informed later on.</td>
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<tr>
<td>7.</td>
<td>Date of announcement of name of bidders who qualify under commercial Bid</td>
<td>Will be informed later on.</td>
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<tr>
<td>8.</td>
<td>Place of opening of Technical Bids and Financial Bids</td>
<td>CPPD (Credit Policy &amp; Procedure Department), Corporate Centre, 4th Floor State Bank Bhavan, Mumbai. Representatives of Bidders may be present during opening of the Technical Bid and Commercial Bid. However, Technical Bids and Commercial Bid would be opened even in the absence of any or all of the bidders representatives.</td>
</tr>
</tbody>
</table>
| 9. | Address for communication (Bank) | 1. Name: Mr Dinesh Pruthi  
 2. Designation: Deputy General Manager (Credit Policy & Procedure)  
 3. State Bank of India (SBI), Corporate Centre, CPPD Department, 4th floor, State Bank Bhavan, Madam Cama Road, Mumbai - 400021  
 4. Contact Number: 022-22740480 Email: dgm4.cppd@sbi.co.in |
| 10. | Earnest Money Deposit | Rs. 50,000/- (Rupees Fifty thousand only) in the form of Demand Draft in favour of ‘State Bank of India’ payable at Mumbai. **EMD should be enclosed with Technical Bid.** |
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 24000 branches, the Bank also has presence in 37 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retail Customers. The Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, Mobile Banking, ATM etc.

3. **Purpose**

To support the development of Grid Connected Rooftop Solar PV (GC-RSPV) in the country and achieve Government of India’s ambitious GC-RSPV targets, SBI is implementing a GC-RSPV Program (the “Program”) with funding support from World Bank (WB). The duration of the Program will be five and a half years, with a start date of May 2016 and end date of November 2021.

The expenditure for this Program will be financed by:

- International Bank for Reconstruction and Development (IBRD) Loan of USD 500 million,
- Clean Technology Fund (CTF) Loan and Grant (USD120 million of loan, and USD 5 million as grant), and
- Global Environment Fund (GEF) Grant of USD 23 million

The Program Development Objective (PDO) is to increase installed capacity of GC-RSPV. The Program will be funded through WB’s new financing instrument viz Program-for-Results (PforR). Under PforR, disbursements are linked to achievement of pre-agreed results (hereinafter called disbursement-linked results or DLRs) against pre agreed Disbursement Linked Indicators (or DLIs). Disbursement from WB under the facility will happen when agreed results are achieved and verified.

SBI intends to hire a reputable company/entity with expertise in performance/technical auditing to act as an Independent Verification Agency (IVA) for the Program.

In this connection, SBI invites Request for Proposal (RFP) from reputable company/entity with expertise in performance/technical auditing to act as an Independent Verification Agency (IVA) for the Program with Terms of Reference (TOR) given in Annexure D.

4. **Invitation**

The Bank invites Proposals (the “Proposals”) for selection of IVA who shall verify the achievement of DLI-5 as reported by SBI. DLI-5 relates to megawatts of solar rooftop power generation installed and commissioned under SBI financing.

The bidders desirous of taking up the assignment are invited to submit their technical and commercial proposal in response to this RFP in a manner as mentioned in Para 12 of this document. The criteria and the actual process of evaluation of the response to the RFP and subsequent selection of the Successful Agency (SC) will be entirely at Bank’s discretion. The applicants should have necessary experience, capability and expertise to perform, as per the scope of work and to the adhering to the Bank’s requirements/terms and conditions outlined in the RFP. The RFP is not an offer by SBI, 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 SBI with a Successful Agency.
5. **Definitions**

a. “SBI” or “Bank” means **State Bank of India**, constituted under the State Bank of India Act 1955, which has invited the bids for verification services, and with which the selected Agency signs the contract for the services to be rendered and to whom the selected Agency shall provide services as per the terms and conditions and terms of reference of the contract.

b. “Bidder” means a consultant who is submitting its proposal for providing services to SBI.

c. “Agency” means any entity or firm or an association of persons submitting its proposal for providing services to SBI.

d. “Contract” means the contract signed by the parties and all the attached documents and the appendices.

e. “Day” means calendar day.

f. “Personnel” means professionals and support staff provided by the consultant to perform the services or any part thereof.

g. “Program Period” means the period from May, 2016 to the end of November, 2021.

h. “Proposal” means the technical proposal and the commercial proposal.

i. “RFP” means this “Request For Proposal” prepared by SBI for the selection of Agency.

j. “Assignment/job” means the work to be performed by the Agency pursuant to the contract.

k. “Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities, tasks to be performed, etc.

   The term Agency, consultant, applicant and bidder have been used interchangeably in the RFP document.

6. **Eligibility Criteria**:

6.1. Applicants must read carefully the minimum conditions of eligibility criteria provided herein. Proposals of only those Applicants who satisfy these conditions will be considered for evaluation process. To be eligible for evaluation of its Proposal, the Applicant shall fulfill the eligibility criteria given in Annexure A.

6.2. An Applicant or its Affiliates 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 awarded against the Applicant or its Affiliates, nor been expelled from any project or agreement nor had any agreement terminated for breach by such Applicant or its Affiliates.

6.3. **Conflict of interest**

6.3.1. SBI requires that the consultants provide professional, objective, and impartial advice, and strictly avoid conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/consideration for award of any future assignment(s) from SBI.

6.3.2. 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:
i. **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.

ii. **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.

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.

6.4 Employees of SBI shall not work as, for or be a part of, the firm of consultants.

7. **Terms of Reference:** As given in Annexure D.

8. **Earnest Money Deposit (EMD)**

i. The Bidder shall submit the EMD of Rs.50, 000/- (Rs. Fifty thousand only) by way of demand draft favouring ‘State Bank of India’ payable at Mumbai. EMD may be forfeited in the event of withdrawal of bid during the period of processing of RFP or in case the selected consultant fails to sign the contract within the period mentioned herein.

ii. EMD should be submitted along with the application, given in Annexure C. Any application not accompanied by 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, after completion of process of selection of the consultant. The EMD of the selected Consultant shall be refunded only after successful completion of one year of contract or expiry of the contract whichever is earlier.

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 three RFPs floated by the Bank.

9. **Clarification and amendment of RFP documents**

9.1. The consultant may request a clarification on any clause of the RFP documents within the timelines mentioned as pre Sr.No.2 of Table given in Para 1 of the RFP documents. Any request for clarification must be sent by e-mail to dgm4.cppd@sbi.co.in. SBI will respond by e-mail. The responses of the Bank will be published on SBI’s website without identifying the source of the query. Should SBI deem it necessary to amend the RFP as a result of a clarification, it shall do so in accordance with the procedure stated under paragraph 9.2 below.
9.2. At any time prior to the deadline for submission of proposal, 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 - http://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 the web sites for updating themselves about changes, if any, made in the RFP before the bid submission date.

10. **Bidding Document:**

10.1. Detailed description of the objectives, scope of services, and other requirements relating to this Consultancy are specified in Annexure D of this RFP. Interested applicants eligible as per Annexure “A” may participate in the Selection Process by submitting the bids as expected in this document.

10.2. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation/Selection Process specified in this RFP in Para 15. 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.

10.3. No Bidder / Applicant shall submit more than one Application for the Consultancy. If a consultant submits or participates in more than one proposal, all such proposals shall be disqualified.

11. **Validity period of the Proposed Bid**

11.1. The proposal must be valid for 120 days after the last date for submission of proposal. During this period, the consultants shall maintain the availability of professional staff nominated in the proposal and also the commercial proposal shall remain unchanged.

12. **Preparation of proposals/Bid**

12.1. The proposal as well as all related correspondence exchanged by the consultants with SBI, shall be written in the English language. Consultants who fulfil the criteria specified in Annexure A should send their Application (i.e. Technical and Commercial Proposal) in the format enclosed as Annexure C together with annexures C1 to C3 and other supporting documents to the Deputy General Manager (CPP), CPPD, State Bank of India, Corporate Centre, 4th Floor, Madame Cama Road, Mumbai – 400 021 so as to reach him by 25TH October, 2017 at 03:00 PM.

12.2. The name of the assignment/job shall be ‘Independent Verification Agency for SBI’s Grid Connected Rooftop Solar Program’. Detailed scope of the assignment/job has been described in the Terms of Reference Annexure D.

12.3. In preparing their technical proposal, consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a technical proposal.
12.4. The bids shall be in two parts viz. Technical Proposal and Commercial Proposal. Both the Technical and Commercial Proposals shall be submitted in separate sealed envelopes super-scribing “TECHNICAL PROPOSAL FOR APPOINTMENT OF INDEPENDENT VERIFICATION AGENCY: TENDER REFERENCE NO. CPP/WB/IVA/01” on top of the envelope containing technical bid and “COMMERCIAL PROPOSAL FOR APPOINTMENT OF INDEPENDENT VERIFICATION AGENCY: TENDER REFERENCE NO. CPP/WB/IVA/01” on top of the envelope containing commercial bid.

12.5. These two separate sealed envelopes should be put together in the sealed master envelope super subscribing “PROPOSAL FOR APPOINTMENT OF INDEPENDENT VERIFICATION AGENCY: TENDER REFERENCE NO. CPP/WB/IVA/01”

12.6. The Technical Proposal shall contain the requirement of the bank along with required documents mentioned in Annexure A, C-1 to C-3. A copy of the Commercial Proposal marking the prices is to be submitted in a separate sealed envelope along with the Technical Proposal. The Demand Draft for EMD of Rs. 50,000/- should also be kept in the envelope containing the technical proposal.

12.7. The Technical Proposal will be evaluated for technical suitability as per mandatory eligibility criteria given in Annexure A.

12.8. The firms, who qualify as per mandatory eligibility criteria mentioned in Annexure A, will be eligible for participating in Commercial Bid

12.9. In the commercial bid, the contract would be awarded to the bidder who has quoted the lowest Consultancy Fee.

12.10. SBI will select a consultant firm from among the shortlisted firms displayed on the Bank’s Website, to perform the assignment detailed in the TOR given in Annexure D. The bidder has to make their own evaluation in quantifying the financial bid and no further negotiation shall be permitted after the bid process, execution of contract till the completion of the term of service for whatsoever reason.

12.11. The proposal will be the basis for contract to be signed with the selected consultant. The contract shall be finalised within 30 days from date of issuance of final selection letter.

12.12. The consultant shall bear all costs associated with the preparation and submission of proposal and contract negotiation. SBI is not bound to accept any proposal, and reserves the right to annul the selection process without assigning any reason(s), at any time prior to signing of contract, without incurring any liability towards the consultants.

13. Commercial proposals

13.1. The Firms are required to submit commercial proposal in a separate envelope along with the technical proposal. After qualifying the Technical Proposal, commercial bids will be opened and evaluated. In the commercial bid, the contract would be awarded to the bidder who has quoted the lowest Consultancy Fee.

13.2. The date of opening of the commercial bid shall be communicated separately. The commercial proposal shall clearly indicate the total as well as annual cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized 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 commercial proposal, the lower of the two shall prevail.

13.3. The bidder shall quote the total Consultancy Fee for the entire duration of the assignment (i.e. duration of the Program Period or closure of the program, whichever is earlier). The bidder shall also separately state the applicable taxes payable (applicable taxes will be paid as per the tax rate prevailing at the time of actual payment). The commercial proposal shall not include any conditions attached to it. Any such conditional commercial proposal shall be liable for rejection. Payment will be made after deducting tax deductible at source as per applicable tax laws.

The Consultancy Fee quote shall be divided into the following components:

1. **Total Retainership Fee:** 25% of the Consultancy Fee
   - **Periodic Retainership Fee:** The Periodic Retainership Fee shall be calculated based on pro-rata of Total Retainership Fee for each Financial Year (April to March) or part thereof under the Program Period and shall be paid half-yearly

2. **Total Verification Fee:** 75% of the Consultancy Fee.
   - **Periodic Verification Fee:** The Periodic Verification Fee shall be paid half-yearly based on the capacity actually installed and certified.

The payment mechanism for the above would be as follows:

1. **Periodic Retainership Fee:** In any given Financial Year *(pro-rated for a partial Financial Year)*, the Periodic Retainership Fee for that Financial Year *(complete or part thereof, as applicable)* shall be paid in equal semi-annual installments.

   On a semi-annual basis, the IVA shall submit the bill for the Periodic Retainership Fee pertaining to the relevant half year of that Financial Year - within maximum 1 month of half yearly closure of the financial year. On receipt of invoice, SBI shall make the payment within 30 business days.

   **Minimum Retainership Fee:** In case the aggregate of the Periodic Retainership Fee paid to the IVA over the Program Period is less than 25% of the Consultancy Fee, the shortfall amount shall be paid to the IVA on closure of the Program.

2. **Periodic Verification Fee:** On a periodic basis, based on the verification/certification of the installed capacity of rooftop projects commissioned (on a sampling basis), the IVA shall be paid fees calculated as follows:

   **Periodic Verification Fee** = \[\text{Capacity certified in Mwp}/800 \text{ Mwp}^1\]* Total Verification Fee

   On a semi-annual basis, the IVA shall submit the bill for the aggregate of the Periodic Verification Fee pertaining to the relevant half year of that Financial Year - within maximum 1 month of the corresponding period. On receipt of invoice, SBI shall make the payment within 30 business days.

   **Minimum Verification Fee** = \[400 \text{ Mwp}^2/800 \text{ Mwp}\]* Total Verification Fee

   In case the aggregate of the Periodic Verification Fees paid to the IVA is less than the Minimum Verification Fee as calculated above, the shortfall amount shall be paid to the IVA on closure of the Program.

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1 The total capacity which can potentially be installed under the program is of the order of 800 MW.
2 To mention the minimum capacity to be installed under this program – i.e. 400 MW
Provided that the aggregate of all fees paid under the above mechanism shall not exceed Consultancy Fee plus taxes quoted by the bidder.

Out of pocket expenses, if any, will be paid on actual basis separately (at half-yearly intervals) subject to maximum 20% of Total Verification Fee.

13.4. The firm will be appointed for the duration of the Program Period or closure of the program, whichever is earlier. In the event that the project is closed before five and a half years then this IVA contract will also stand terminated.

14. Submission, receipt and opening of proposal

14.1. The original proposal, both technical and commercial proposals, shall contain no interlineations or overwriting.

14.2. An authorised representative of the consultants shall initial all pages of the RFP document and sign the original technical and commercial proposals as well as the Annexures. The authorisation shall be in the form of a letter or in any other form demonstrating that the representative has been duly authorised to sign and such authorisation shall be enclosed with the proposal. The signed technical and commercial proposals shall be marked “original”.

14.3. Both the Technical and Commercial proposals shall be submitted in separate sealed envelopes super scribing “TECHNICAL PROPOSAL FOR APPOINTMENT OF INDEPENDENT VERIFICATION AGENCY: TENDER REFERENCE NO CPP/WB/IVA/01” on top of the envelope containing technical bid and “COMMERCIAL PROPOSAL FOR APPOINTMENT OF INDEPENDENT VERIFICATION AGENCY: TENDER REFERENCE NO CPP/WB/IVA/01” on top of the envelope containing commercial bid.

14.4. These two separate sealed envelopes should be put together in the sealed master envelope super scribing “PROPOSAL FOR APPOINTMENT OF INDEPENDENT VERIFICATION AGENCY: TENDER REFERENCE NO CPP/WB/IVA/01” and should be addressed to

Deputy General Manager (CPP)
Credit Policy & Procedure Department
State Bank of India
Corporate Centre, 4th Floor, State Bank Bhavan,
Madame Cama Road, Mumbai – 400 021.

14.5. SBI shall not be responsible for postal delay, misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a cause for proposal rejection.

14.6. The sealed master envelope containing the technical and commercial proposals should be submitted at the address given in paragraph 14.4 not later than the date mentioned in point 4 of Bid Details. Any proposal received by SBI after the deadline for submission shall be returned unopened. No further correspondence in this regard shall be entertained.

14.7. The sealed master envelope containing the technical and commercial proposals shall be opened on the date which will be informed later. The sealed envelope of technical proposal shall be opened while the commercial proposal shall be kept in the sealed envelope for opening at a later date. Representatives of Bidders may be present during opening of the Technical proposals and commercial proposal. However, Technical/commercial Proposals would be opened even in the absence of any or all of the bidders representatives.
15. **Proposal evaluation**

15.1. From the time the proposals are opened to the time the contract is awarded, the consultants should not contact SBI, unless called for. The consultants should also not contact any of the officers/employees or representatives of the bank on any matter related to its technical proposal and/or commercial proposal with a view to influencing SBI in the examination, evaluation, and recommendation for award of contract. Such an effort shall result in the rejection of the consultants’ proposals. Canvassing in any form would lead to disqualification of the proposal.

15.2. The firms, who qualify as per mandatory eligibility criteria mentioned in Annexure A, will be eligible for participating in Commercial Bid (the list of such firms would be displayed on the Bank’s websites [http://www.sbi.co.in](http://www.sbi.co.in)).

15.3. After opening the commercial bid, the contract would be awarded to the bidder who has quoted the lowest Consultancy Fee.

15.4. In case of a discrepancy between amount in words and figures, the former will prevail.

15.5. SBI reserves the right

   I. to accept or reject any or all the proposals without assigning any reason and
   II. to engage a consultant for the entire Assignment/ Job only for one or more segments of the project.

16. **Disclaimer**

16.1. 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.

16.2. 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 Selected Bidder (SB).

16.3. 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.
16.4. 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.

16.5. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder (SB), 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.

16.6. 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.

17. **Contract finalisation**

17.1. SBI and the selected consultant shall finalise the terms of contract to be executed as per the prescribed terms of the Bank. SBI shall have the right not to enter into the contract with the consultant if the consultant is unable to provide the professional staff assured in the technical proposal. In such an eventuality, SBI reserves the right to reject the proposal.

17.2. SBI will not consider substitution of professional staff before signing the contract and 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.

17.3. The contract/ agreement shall be executed only at Mumbai and the selected consultant shall bear the cost of stamp duty for the contract/ agreement as applicable in the state of Maharashtra.

18. **Confidentiality Agreement/Undertaking:** As the successful firm will have access to the data of the Bank, the Bank will require the firm to sign a confidentiality agreement/undertaking indemnity for not disclosing or part with any information relating to the Bank and its data to any person or persons or authorities, without written consent of the Bank. Breach of the same will result in cancellation of the agreement apart from other remedies which shall be available to the Bank against the consultant.

19. **Indemnification:** The Independent Verification Agency 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.

20. **Termination of Agreement:** A suitable clause for termination by giving suitable notice will be incorporated in the final agreement. The agreement with the selected firm may be cancelled at the Bank’s discretion on account of following or without assigning any reason:

   a. On refusal to take up the allotted Assignment;
   b. If the firm stands dissolved /reconstituted under the name/style of the firm is changed;
   c. On not abiding by the terms and conditions stipulated in the agreement;
   d. If the performance of the firm is not found satisfactory (viewed as such by the Bank’s appropriate authority);
e. Any other reason at the discretion of the Bank.

21. **Miscellaneous Terms & Conditions**

21.1. Until a formal contract is prepared and executed, this offer together with Bank’s written acceptance and notification of award shall constitute a binding contract with the consultant.

21.2. SBI is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.

21.3. 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 websites [http://www.sbi.co.in](http://www.sbi.co.in) before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.

21.4. Bids not conforming to the requirements of the RFP may not be considered by SBI. However, SBI reserves the right, at any time before last date of submission of Technical & Financial proposal; to waive any of the requirements of the RFP, if in the sole discretion of SBI, the best interests of SBI would be served by such waiver.

21.5. 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, may 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 fees are unacceptable to the Work;
   (iv) The Project is not in the best interests of SBI;
   (v) Any other reason.

21.6. The Applicants shall be responsible for all of costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Bank, 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.

21.7. 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.

21.8. All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder and to be submitted with the bids.

21.9. Bank may choose to take an undertaking from employees of the consultant to maintain confidentiality of the Bank’s information/documents etc. Bank may seek details / confirmation on background verification of consultant’s employees, worked/working on Bank’s project as may have been undertaken / executed by the consultant. Consultant should be agreeable for any such undertaking/verification.
Annexure A

Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by the required documents supporting eligibility criteria, the same would be rejected.

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Mandatory Eligibility Criteria</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Entity</td>
<td>Firm/Company</td>
</tr>
</tbody>
</table>
| 2      | Key Personnel Requirements                         | • Team Leader having at least post graduate degree in the relevant field of engineering from a reputed institution with at least 5 years experience in engineering in solar sector. MBA qualification will be an added advantage.  
• Senior solar Engineer having at least post graduate degree in the relevant field of engineering from a reputed institution with at least 3 years’ experience in installation of solar projects. |
| 3      | Technical Requirements                              | • The Bidder shall have acted as Lender’s Engineer/Owner’s Engineer/Project Management Consultant/EPC Contractor for a minimum of 5 solar power projects having aggregate capacity not less than 50 MW. |
| 4      | Other requirement                                   | • The Bidder should not have been debarred/ nor listed in the temporary suspension list of the WB. |
Penalty Clause

Bank will reserve the right to deduct from the Annual remuneration to be paid to the consultant, in the event of the following:

<table>
<thead>
<tr>
<th>Reason</th>
<th>1st instance</th>
<th>2nd instance</th>
<th>3rd instance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failing to visit our office as and when required by the Bank.</td>
<td>Caution Note</td>
<td>10%</td>
<td>As decided by the Bank based on materiality</td>
</tr>
<tr>
<td>Inordinate delay in responding to the references made by the Bank</td>
<td>Caution Note</td>
<td>10%</td>
<td>As decided by the Bank based on materiality</td>
</tr>
</tbody>
</table>
Annexure: C

PROFORMA OF APPLICATION

For IVA
(ON OFFICIAL LETTER HEAD)

The Deputy General Manager (CPP)
State Bank of India
Corporate centre, 4th floor
State Bank Bhavan
Madame Cama Road,
Mumbai-400 021

Dear Sir,

APPLICATION FOR APPOINTMENT AS INDEPENDENT VERIFICATION AGENCY

Please find enclosed information in Annexure (C-1 to C-3) concerning us for consideration of our firm to be appointed as Independent Verification Agency of the Bank for the Grid Connected Rooftop Solar Program.

2. We agree to undertake the project, if allotted by you, as per the scope of work (Terms of Reference). We hereby declare that our firm does not have any pecuniary liability or any claim/disciplinary/legal proceeding pending against us/ our partners or any other cause which could hamper our ability to render the services as envisaged. We also declare that our firm has not been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI and does not have any disciplinary proceedings pending against it or any of the partners with RBI. If the aforesaid representation /declaration or information in the annexures is found to be incorrect, we agree that the Bank shall be entitled to terminate the agreement, if allotted, or initiate suitable action as deemed fit and appropriate by the Bank, without reference to us. We or our affiliates 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 awarded against us or our Affiliates, nor been expelled from any project or agreement nor had any agreement terminated for breach by us or our affiliates.

Date: Authorised Signatory

Place: (Name:)

List of Document Enclosed
1. EMD –DD particulars
2. Annexures C1 to C3
3. Other documents please specify
**PARTICULARS TO BE FURNISHED FOR THE PURPOSE OF APPOINTMENT OF INDEPENDENT VERIFICATION AGENCY**

<table>
<thead>
<tr>
<th>S.No</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Name of the firm</td>
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<tr>
<td>2</td>
<td>Address</td>
</tr>
<tr>
<td>3</td>
<td>Email</td>
</tr>
<tr>
<td>4</td>
<td>Contact number(s) (Tel/Mobile)</td>
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<tr>
<td>5</td>
<td>Presence in how many cities/towns in India (Provide Address)</td>
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<tr>
<td>6</td>
<td>Year of establishment</td>
</tr>
<tr>
<td>7</td>
<td>Name(s) of partners/directors*</td>
</tr>
<tr>
<td>8</td>
<td>Person(s) proposed to be assigned for the services and his/her profiles</td>
</tr>
<tr>
<td>9</td>
<td>Name, address and account number of the firm’s banker(s)</td>
</tr>
<tr>
<td>10</td>
<td>PAN of the firm *</td>
</tr>
<tr>
<td>11</td>
<td>Service Tax registration number of the firm *</td>
</tr>
<tr>
<td>12</td>
<td>Number of Employees</td>
</tr>
<tr>
<td>13</td>
<td>Net worth as on 31.03.2017</td>
</tr>
</tbody>
</table>
| 14   | Turnover during last three financial years  
2014-15  
2015-16  
2016-17 |
| 15   | Details of major assignments. |
| 16   | Any other information considered relevant. |

(Please attach separate sheets if space is not sufficient in any row, duly mentioning the row number and description)

Place:  
Authorised Signatory  
Date:  
(Name)  
Seal

* Self attested copies in support of the information should be submitted
### DETAILS OF PARTNERS/DIRECTORS AND KEY EMPLOYEES ON FIRM’S PAYROLL

<table>
<thead>
<tr>
<th>SR.NO.</th>
<th>NAME</th>
<th>Capacity (Partner/Director or Employee)</th>
<th>Qualification</th>
<th>EXPERIENCE</th>
<th>YEARS WITH THE FIRM</th>
<th>REMARKS</th>
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</table>

Authorised Signatory

(Name)  
Seal
PARTICULARS IN RESPECT OF SERVICES RENDERED FOR FIVE SOLAR POWER PROJECTS HAVING AGGREGATE CAPACITY NOT LESS THAN 50 MW.

<table>
<thead>
<tr>
<th>SR.NO</th>
<th>NAME OF THE ORGANISATION</th>
<th>Period of Contract (from DD/MM/YY to DD/MM/YY)</th>
<th>TYPE OF SERVICES</th>
<th>SCOPE OF WORK</th>
<th>PERSON IN CHARGE FROM CLIENT SIDE WITH CONTACT NUMBER AND EMAIL ID.</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Authorised Signatory

(Name)

Seal
Objective of the Consultancy Assignment

The objective of this consultancy is to: (i) Carry out an independent verification of achievement of the DLR reported by SBI for each disbursement claim under the Program, based on the Verification Protocol agreed between SBI and the WB for DLI 5; and (ii) Prepare and submit comprehensive Verification reports to SBI, for DLR achievement reports for each disbursement claim prepared by SBI in respect to DLI 5, in the form and substance acceptable to SBI and the WB.

Scope of Services

The IVA upon requested by SBI will verify through paper and physical inspection the accuracy of results and eligible disbursement amounts claimed by SBI in its supporting documentation with each disbursement claim under DLI 5. In accordance with good audit practice, verification will take place against a sampling framework and frequency, described in detail in the Verification Protocol Table of this Term of Reference (TOR).

The tasks of the IVA will include, but not necessarily be limited to, the following:

- Develop and furnish to SBI an Inception report in 2 Parts. Part 1 will cover templates in which it seeks input data from SBI that is to be verified by the consultant. Part 2 will contain its own verification plan to verify the achievement of DLI. Verification plan will include detailed work plan and verification arrangements proposed by IVA for DLR that would be claimed by SBI with each disbursement claim for verification. This will cover IVA’s team composition, Names of sites and offices that would be visited, agreed days and dates for each visit, what field survey will be carried out by the IVA, what coordination and logistics arrangements are needed and most importantly output formats for each site visit that will go in the IVA’s verification report. IVA will seek SBI approval of such verification plan included in the Inception Report.

- Prepare and seek approval of an updated detailed verification plan to verify each disbursement claim that would be received from SBI from time to time, prior to commencing verification process.

- Verification of achievement of DLI-5:
  DLI-5 relates to megawatts of solar rooftop power generation installed and commissioned under SBI financing.

- Issuance of Verification Reports to the SBI immediately following verification in the form and substance acceptable to SBI.

- Submit ‘Assignment Completion Report’ containing summary of work done and suggestions for strengthening the verification protocol and process for future use by SBI.

- Comments on the compliance of following EHS (Environment, Health and Safety) requirements:
<table>
<thead>
<tr>
<th>S No.</th>
<th>Environmental, Health and Safety (EHS) Requirements</th>
<th>Status (State Yes/No/Not Applicable)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Whether safety devices like provision of rubber mats, electric shock chart, first aid box, fire extinguishers to handle all types of fire (ABC type of required capacity), sand buckets etc. are provided/installed at appropriate locations for the projects.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Whether safety wears like boots, hard hats (helmets), gloves, safety belts are available for personnel while working at heights (either available at project site or brought in by EPC/O&amp;M contractor).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Is there readily usable guidance/material for safe practices on site – posters, Material Handling Datasheets, if and where required (oil, battery etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>If work was ongoing during the visit, were the safe practices being observed by the workers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Is there any spillage of oil and/or acid noted where the transformer and battery bank are installed</td>
<td></td>
<td></td>
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</tbody>
</table>

Consultants Outputs and Schedules:

The IVA shall submit the following deliverables:

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Output</th>
<th>Schedule for Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>An Inception Report</td>
<td>Within 2 weeks from the date of signing the Contract</td>
</tr>
<tr>
<td>2.</td>
<td>Verification Plan and Draft Verification Report and Final Verification Report</td>
<td>Periodically as would be advised by SBI</td>
</tr>
<tr>
<td>3.</td>
<td>Assignment Completion Report</td>
<td>Within 2 weeks of closing of the Assignment</td>
</tr>
</tbody>
</table>

Approach and Methodology Suggested

For verification of achievement of DLI 5, the IVA will be required to complete:
- Desk-based review of all relevant reports provided by SBI.
- Inspection and verification (on-site) of the primary data and evidence provided by the borrowers. Conduct interviews and discussions with beneficiaries and other stakeholders, where necessary.
- The IVA will carry out physical independent verification of a representative sample of no less than 15% of the no. of GC-RSPV projects under the program as well as carry out field inspections and surveys to validate operational performance parameters.

The basis for the work of the IVA shall be:

- The Verification Protocol agreed between SBI and the WB as contained in Annex-F and the verification plan that will be prepared by IVA for DLR under each disbursement claim.
- Physical on-site verification, interviews and discussions with beneficiaries and other stakeholders.
- Other relevant documents provided by SBI from time to time.

**Following will be the sequence of activities:**

a) As soon as the DLR is achieved, SBI furnishes the details of projects installed pertaining to the withdrawal application along with supporting documentation to IVA.

b) Within 3 days of (a) above IVA readies its verification Team.

c) Within 4 days of (b) above IVA prepares a detailed Verification Plan for the validation of the SBI-reported results and submits the same to SBI.

d) Within 30 days of (c) above, IVA submits its draft Verification report to SBI.

e) Within 1 week of (d) above, SBI either accepts the Verification report or requests IVA for re-verification of certain parts or all of the verification report findings. The WB may also, ask for re-verification of certain parts or all of the verification report findings.

f) Within 1 week of (e) above and if requested by the SBI, IVA submits a re-verification report to SBI without any extra cost to SBI.