



**REQUEST FOR PROPOSAL FOR
SUPPLY OF RENEWABLE POWER FROM EMPANELLED VENDORS THROUGH
OPEN ACCESS AT BANK'S OWN THREE BUILDINGS IN BANGALORE**

Issued by:

**ASSISTANT GENERAL MANAGER
CANARA BANK
ESTATE POLICY AND CONTROL SECTION
GENERAL ADMINISTRATION WING,
HEAD OFFICE ANNEX, 29, K R ROAD, DWARAKANATH BHAWAN, 3RD FLOOR,
BASAVANAGUDI, BANGALORE – 560004.**

Contact No: 080 - 26621873/ 26621874

Tender Reference No : RFP/ RPOA/TC-EPC/01/ 2018-2019
Date of RFP Document : 07-02-2018
Last Date of Submission : 28-02-2018 (upto to 3.00Pm)

THIS TENDER CONSISTS OF 2 BIDS:

**PART I : TECHNICAL BID
PART II : PRICE BID**



DISCLAIMER

- 1) This Request for Proposal (RFP) document is not an agreement or offer by the Bank to the prospective Bidders or any other party. The purpose of this RFP is to provide interested parties with information to assist the formulation of their Bid. This RFP is based on material and information available in public domain.
- 2) This RFP, along with its Annexures, is not transferable. The RFP and the information contained therein are to be used only by the person to whom it is issued, except as provided in Clause 2.18 of the RFP, it shall not be copied or distributed by the recipient to third parties. In the event that the recipient does not continue with its involvement in the bidding process in accordance with this RFP, this RFP must be kept confidential.
- 3) While this RFP has been prepared in good faith, neither the Bank, its employees nor advisors/consultants make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RFP.
- 4) Neither the Bank, its employees nor its advisors / consultants will have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP, any matter deemed to form part of this RFP, the award for supply of power, the information supplied by or on behalf of Bank or its employees, any advisors/consultants or otherwise arising in any way from the selection process for the said supply of power.

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DEFINITIONS

Any capitalized term, used but not defined in this RFP, shall have the meaning ascribed to such term in the RFP Documents.

"Act" shall mean the Electricity Act, 2003, and include any modifications, amendments and substitution from time to time;

"Agreement" shall mean the Power Purchase Agreement (PPA);

"Appropriate Commission" shall mean the Bangalore Electricity Supply or Karnataka Electricity Regulatory Commission or Central Electricity Regulatory Commission as may be applicable as per Electricity Act 2003;

"Bid" shall mean the Technical Bid and the Price Bid submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions hereof.

"Vendor/ Bidder" shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns, as the context may require";

"Bidding Company" shall refer to corporate entity that has submitted the Bid in accordance with the provisions of this RFP;

"Bid Bond" shall mean EMD by way of Demand Draft (or) unconditional and irrevocable Bank Guarantee to be submitted along with the Bid by the Bidder.

"Bid Deadline" shall mean the last date and time for submission of Bid in response to this RFP as specified in Clause 2.12.1 of this RFP;

"BPPA" shall mean the back to back Power Purchase Agreement to be entered between Bank and the Successful Bidder, a draft of which is attached hereto including all its schedules, Format and all amendments or modifications;

"CANARA BANK" shall mean a body Corporate and a premier Public Sector Bank established in the Year 1906 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Head office at 112, J C Road Bangalore-560002.

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

"Consents" shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, NOC, concessions, concurrence or consent required to be obtained under Applicable Law for the purpose of delivering the Contracted Capacity at the Delivery Point under Open Access;



“Contracted Capacity” shall mean the power (in KWh/Units) contracted between the VENDOR and the Bank at the Delivery Point defined in this RFP;

“Bank Guarantee for Security Deposit” shall have the meaning as ascribed to herein in this RFP;

“Cross Subsidy Surcharge (CSS)” shall mean such surcharge leviable on a consumer avail Open Access as may be determined or notified by the Appropriate Commission from time to time;

“CTU” or “Central Transmission Utility” shall mean the utility notified by the Central Government under Section-38 of the Electricity Act 2003;

“Delivery Point” shall mean the interconnection/metering point of the Bank (i.e. CANARA BANK) with BESCO interface operating at 11KV voltage level in Bangalore.

“BESCOM” shall mean the power distribution company in the area of the Bank and includes its successors, executors and permitted assigns as the context may require;

“Effective Date” shall mean the date from which the PPA becomes effective;

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

“Price Bid” shall mean the Tariff quoted at Delivery Point submitted offline by the Bidder as per Clause 2.7.1.1 (II);

“Generating Unit” shall mean any of the generating units of the power plant of the Vendor, specified as generation source by Bidder in its Bid;

“Grid Code” / “IEGC” or “State Grid Code” shall mean the Grid Code specified by the Central Commission under clause (h) of sub-section (1) of Section 79 of the Electricity Act and/or the State Grid Code as specified by the concerned State Commission referred under clause (h) of sub-section (1) of Section 86 of the Electricity Act, as applicable;

“Investment Agreement” shall mean the tripartite Investment Agreement to be entered into by Bank, VENDOR and Promoters of the VENDOR Company, only if applicable;

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

“Letter of Intent” or “LOI” shall mean the letter to be issued by the Bank to the Successful Bidder for supply of Contracted Capacity at Delivery Point in accordance with this RFP;



“**MTOA**” shall mean the Medium Term Open Access for any period exceeding three months but not exceeding three years;

“**NOC**” shall mean the No Objection Certificate/ Open Access permission/ Concurrence/ Approval issued by the concerned Distribution Licensee/ SLDC/ Transco/ any other relevant authority as may be applicable from time to time;

“**Technical Bid**” shall mean the documents as specified in Clause 2.7.1.1 (I) of the RFP;

“**Open Access**” shall mean Open Access as defined in the Electricity Act 2003 and as may be amended from time to time;

“**Party**” shall mean either VENDOR or Bank individually;

“**Parties**” shall mean VENDOR and Bank collectively;

“**PPA**” shall mean the Power Purchase Agreement to be entered into between Bank and the VENDOR, a draft of which is attached hereto including all its schedules, Format and all amendments or modifications;

“**Bank**” shall mean the Canara Bank, which is carrying out this bidding process for selection of the Successful Bidder;

“**Qualification Requirements**” shall mean the qualification requirements as set forth.

“**Qualified Bidder(s)**” shall mean the Bidder(s) who, after evaluation of their Technical Bid stand qualified for opening and evaluation of their Price Bid;

“**REA**” shall have the same meaning as specified in Grid Code and issued by the relevant RPC secretariat or other appropriate agency for each week and for each month, including the revisions and amendments thereof;

“**Regulations**” shall include the regulations and their amendments made or issued under Electricity Act 2003 and will also include but not limited to the Regulation made or issued by the Electricity Regulatory Commission and any circulars, directives, clarifications, policy matters issued by the Distribution Licensee, Transmission Licensee and SLDC relating to sale of electricity by the VENDOR to the Bank under Open Access;

“**RFP**” shall mean this Request for Proposal along with all Annexures and RFP Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto;

“**RPC**” means the Regional Power Committees set up by the Government of India under Section 55(2) of the Act for the Northern Region, Western Region, Southern Region, Eastern Region and North-eastern Region;



“**Vendor/Bidder**” shall mean the Successful Bidder who execute the PPA with CANARA BANK and shall be responsible for supplying power at the Delivery Point for the term of the PPA as per the terms and conditions specified therein;

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

“**STOA**” shall mean the Short Term Open Access for any period not exceeding one month;

“**STU**” or “**State Transmission Utility**” shall mean the Board or the government company specified as such by the State Government under sub-section (1) of Section 39 of the Act;

“**Successful Bidder**” shall mean the Bidder selected by the Bank pursuant to this RFP for supply of power as per the terms of the RFP Documents, and to whom a Letter of Intent has been issued;

“**Tariff**” shall mean the base rate per KWh plus applicable taxes quoted by the Bidder at Delivery Point under the Price Bid;

“**Trading Licensee**” shall mean the Bidder which is an Electricity Trader possessing Category-I Trading License issued by appropriate Commission and submits its Bid on the basis of an exclusive power purchase agreement executed with the generating entity from where the power is proposed to be supplied by the Bidder;



SECTION – 1

INTRODUCTION

SECTION 1

1. INTRODUCTION

a) CANARA BANK (hereinafter referred to as “**Bank**”) invites interested Empanelled Vendors/ Bidders to participate in the Bidding Process for selection of Successful Bidder for Supply of Renewable Power (eg. Solar, Wind etc) in respect of three premises with **total assured power of 2,20,000 KWh/Units per month** through Open Access Model. The responsibility of the Successful Bidder would be to supply power to the Bank as per the terms and conditions of RFP Documents. .

b) The Bank proposes to select the Bidder having the prescribed qualifications and whose Tariff is found to be acceptable as per the provisions of Section 3/ Clause 3.4 to become Vendor.

1.3 Power Procurement

1.3.1 Scope

Brief scope of power procurement is given as under:

SI No	Item	Details
1.	Bank	Canara Bank
2.	Location of the Buildings/ Delivery Points	A) Canara Bank Main Building, JC Road B) Naveen Complex, MG Road C) Spencer Tower, MG Road
3.	Contracted Capacity	Total contract demand of 2250 KVA with BESCO The power is feed in each of the three buildings through 11 KV feeders of Contracted capacity of 1000KVA, 500KVA and 750KVA each.
4.	Minimum Bid Requirement	Total assured renewable power of 2,20,000 KWh/Units per month through Open Access Model.
5.	Contract Period	The Contract/ Agreement shall be valid for a period of 5 years from date of supply of power (Electricity) at Bank's Side/ Delivery points. Canara Bank at its option may extend the contract for on mutually agreed tariff, terms and conditions or float a fresh tender at its absolute discretion and this does not constitute a commitment on the part of the bank for the extension of contract.

6.	Scheduled Delivery Date	Within 3 months after signing PPA Agreement. The VENDOR shall be responsible and shall complete all formalities with KPTCL/ BESCO and other statutory bodies within said period.
7.	Delivery Points	A) No:12 JC Road, Bangalore. [RR No: 2717777158] B) No:14, Naveen Complex, MG Road, Bangalore [RR No: 3494434511] C)No:86, Spencer Tower, MG Road, Bangalore [RR No: 8005434577]
8.	Open Access	<p>The Vendor shall be responsible for arranging transmission access and open access including obtaining No Objection Certificates and other liaison works with all concerned statutory and Non-statutory agencies like distribution companies, load despatch centers etc. during the term of the contract.</p> <p>The Vendor shall be responsible for scheduling of power at both ends.</p> <p>The Vendor shall make agreements for providing suitable Energy Metering (ABT meter) and interconnection with existing system (11KV) at their costs including testing, calibration, maintenance, renewal and repair of meters at Bank's side/ Delivery Points.</p>

1.3.2 Evacuation of Power

The responsibility for evacuation of power from the generation source bus bar up to the Delivery Point shall be to the account of Vendor. The Bank shall not be responsible for any issue whatsoever, including but not limited to issues related to network constraints, power generation and supply issues at Vendor's end and before the Delivery Point, or any other issue, during the term of the contract.

1.3.4 Medium Term Open Access (MTOA)

It shall be the responsibility of the Vendor to supply power on medium term basis for a period of five years as per applicable regulations. The Vendor has to apply for MTOA immediately on receipt of LOI/ PPA and complete all process within 3 months. In case of delay in applying open access, the penal action as per terms of PPA will be applicable.

1.3.5 Quantum

The Vendor shall Supply of Renewable Power in respect of three premises with total assured power of 2,20,000 KWH/Units per month. Non-supply of power at the Delivery Point due to any reason whatsoever shall be on the account of Vendor and the Bank shall be duly compensated as per the terms of the PPA.



1.3.6 Tariff

The Bidder shall quote basic rate of tariff and other statutory charges/ taxes separately as per the prescribed Format 4.9 (Price Bid). The basic rate quoted/ negotiated shall remain constant throughout the period of contract and other statutory charges/ taxes shall be as prevailing from time to time.

- The basic rate includes scheduling and operational charges, losses and other charges pertain to Vendor for bring the power up to Delivery Points/ Bank's side.
- The other statutory charges/ taxes includes all regulatory charges and transmission losses, taxes and electricity duties and charges including CSS (Cross Subsidy Surcharge), RAC (Regulatory Asset Charges), additional surcharge, other applicable charges and transmission and wheeling charges. Item wise split up of all statutory charges/ taxes shall be given under item 2 of price bid Format 4.9.

If any duty/ taxes/ charges applicable to the Vendor and not payable by the buyer, however paid by the Bank will be recovered from the payment due to the Vendor. Proof of payment of statutory charges/ taxes should be provided to the bank whenever called for.



SECTION - 2

INSTRUCTIONS FOR BIDDERS



SECTION – 2

2. INSTRUCTIONS FOR BIDDERS

2.1. Qualification Requirements

2.1.1. Empanelled Vendors for New and Renewable Energy Resources with Canara Bank are only eligible.

2.1.2. The Bidder must fulfill the following Qualification Requirements

2.1.3 Technical Capacity

For demonstrating technical capacity and experience (the “**Technical Capacity**”), the Bidder (in case the Bidder is a trading licensee, the Bidder shall ensure that the corporate entity owning the generating unit(s) fulfills the Technical Capacity and the Bidder shall submit documentary evidence regarding the same in its Bid) shall:

2.1.3.1 have the capability to supply 2,20,000 KWh/Units per month of renewable power to all three premises combined on round the clock basis to Bank from a firm power source.

2.1.3.2 own and operate generating unit(s) having an installed capacity equivalent to at least twice contracted capacity.

2.1.3.3 The Bidder can be an independent power producer/ captive power producer/ distribution company/ having Category-I Trading Licensee issued by Central Electricity Regulatory Authority (CERC)/ KPTCL/BESCOM to supply renewable power through Open Access to the bank.

2.1.3.4 The Bidder shall undertake (as per Format4.4) not to submit any other bid, on the basis of the same generation source and quantum of power from such source as mentioned in its Bid, in any bid process till the time of selection of Successful Bidder and issue of LOI or the termination of the process, whichever is earlier subject to a maximum period of one hundred and twenty (120) days from the Bid Deadline.

2.1.4 The Bidder should be in a position to operationalize the contract by actual supply of power within 3 months from the date of execution of PPA agreement with bank.



2.1.5 During the term of the contract, CANARA BANK may increase + 10% of actual consumption of electricity units per month (i.e 2,20,000 KWh/units) depending upon the availability at Delivery Point on round-the-clock basis, subject to capacity available with the Vendor, and provisions under open access regulations, Vendor shall continue at same Tariff with applicable taxes and terms of agreement entered into between Bank and Vendor.

2.2. General

2.2.1. No Bidder shall submit more than one Bid of the same generation source and quantum of power in the bidding process.

2.2.2. The Selected Bidder(s) will be required to continue to maintain compliance with the Qualification Requirements throughout the bidding process and till the execution of the PPA. Failure to comply with the aforesaid provisions shall make the Bid liable for rejection at any stage.

2.2.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft PPA shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the PPA.

2.2.4. The draft PPA provided by Bank as part of the Bidding Documents shall be deemed to be part of this RFP and shall be basis for PPA to be executed out of this RFP.

2.2.5. During Tender process, the bank reserves the right to cancel the tenders without assigning the reasons whatsoever. Bank's decision will be final in this regard.

2.3. Earnest Money Deposit (EMD):

Each Bidder, along with proposal documents shall enclose Demand Draft of Rs. 1,00,000/- (Rupees One Lakh only), favouring "Canara Bank" payable at Bengaluru, as EMD or else by the way of Bank Guarantee for the same amount from scheduled commercial banks other than CANARA BANK. EMD of the unsuccessful Bidders will be returned within 60 days, without any interest, after award of tender. In the case of successful bidder, EMD will be returned after signing of the Contract Agreement and submission of Performance Guarantee.



The Earnest Money Deposit of the Bidder will be forfeited, if:

- 2.3.1 If the bidder has, without Canara Bank written consent, withdrawn its Proposal during the validity period or any extension thereof;
- 2.3.2 the successful bidder fail to enter into the Agreement within the period notified under the Letter of Intent and submission of Performance Guarantee;
- 2.3.3 prior to the execution of the Agreement, it is found that, any of the declaration provided by the Successful bidder is wrong or incorrect;
- 2.3.4 In case of occurrence of the termination/cancellation of Bid process by the Bank, the Bid Bonds/EMD of all Bidders shall be returned and released by the Bank within a period of thirty (30) days.

2.4. Cost of Bidding

- 2.4.1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. Canara Bank will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 2.4.2. Bidders are encouraged to submit their respective Bids after familiarizing themselves with the information and physical conditions relevant to supply of power to Canara Bank, including the transmission capacity, location, and any other matter considered relevant by them.
- 2.4.3. It shall be deemed that by submitting a Bid, the Bidder has:
 - 2.4.3.1. made a complete and careful examination of the Bidding Documents;
 - 2.4.3.2. received all relevant information requested from the CANARA BANK;
 - 2.4.3.3. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the CANARA BANK relating to any of the matters referred to in Clause 2.4.2 above;
 - 2.4.3.4. satisfied itself about all matters, things and information including matters referred to in Clause 2.4.2 hereinabove necessary and required for submitting an informed Bid, execution of the contract in accordance with the Bidding Documents and performance of all of its obligations thereunder;



- 2.4.3.5. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.4.2 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Canara Bank, or a ground for termination of the PPA by the Vendor;
- 2.4.3.6. acknowledged that it does not have a conflict of interest; and
- 2.4.3.7. agreed to be bound by the undertakings provided by it under and in terms hereof
- 2.4.5. Canara Bank shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by Canara Bank.
- 2.4.6. All stamp duties payable if any, for executing the Performance Guarantee/ PPA Agreement etc., shall be borne by the Successful Bidder.

2.5. Verification and Disqualification

- 2.5.1. CANARA BANK reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by CANARA BANK, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by CANARA BANK shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of CANARA BANK there under.
- 2.5.2. CANARA BANK reserves the right to reject any Bid and appropriate the Bid Bond if:
- 2.5.2.1 at any time, a material misrepresentation is made or uncovered
- 2.5.2.2 The Bidder does not provide, within the time specified by CANARA BANK, the supplemental information sought by CANARA BANK for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then CANARA BANK reserves the right to take any such measure as may be deemed fit in the sole discretion of CANARA BANK, including annulment of the Bidding Process.



2.5.3. In case it is found during the evaluation or at any time before signing of the PPA or after its execution and during the period of subsistence thereof, including the Contract thereby granted by CANARA BANK, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Vendor either by issue of the LOI or entering into of the PPA, and if the Selected Bidder has already been issued the LOI or has entered into the PPA, 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 CANARA BANK to the Selected Bidder or the Vendor, as the case may be, without CANARA BANK being liable in any manner whatsoever to the Selected Bidder or Vendor. In such an event, CANARA BANK shall be entitled to forfeit and appropriate the Bid Bond or Contract Performance Guarantee, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to CANARA BANK under the Bidding Documents and/or the PPA, or otherwise.

2.6 Clarifications and Pre-bid Meeting

2.6.1. The Bank will not enter into any correspondence with the Bidders, except to furnish clarifications on the RFP and RFP Documents, if necessary. The Bidders may seek clarifications or suggest amendments to RFP and RFP Documents in writing, through a letter or by e-mail to reach the Bank at the address in Clause 2.7.1.2. For the avoidance of any doubt, it is hereby clarified that there shall be no extension in the Bid Deadline on account of clarifications sought in accordance with this Clause 2.6.1.

2.6.2. The Bidder(s) or their authorized representative(s) is / are invited to attend pre-bid meeting, which will take place as per below schedule.

Date & Time: 20th February, 2018 - 2.30 hrs

VENUE

**CANARA BANK,
ESTATE POLICY & CONTROL SECTION,
GENERAL ADMINISTRATION WING,
HEAD OFFICE, 3RD FLOOR, 29 K.R. ROAD,
BASAVANAGUDI, BANGALORE – 560 004.**



Contact Person:

**Mr. K.K. Balraj (Senior Manager)/
Mr. R J Dharmaraj (Manager)
Contact No's: 088-26621873/ 26621874**

Email id: hoepc@canarabank.com / hotc@canarabank.com

- 2.6.3. The purpose of the pre-bid meeting will be to clarify any issues regarding the RFP, including in particular, issues raised in writing by the Bidders.
- 2.6.4. The Bank is not under any obligation to entertain / respond to suggestions made or to incorporate modifications sought for.
- 2.6.5. The clarifications/ Amendments/ Corrigendum if any will published/ uploaded in the bank website www.canarabank.com

2.7. Submission of Bids

2.7.1 The Bids shall be submitted in two envelopes in single tendering.

2.7.1.1. Bid Format

In response to this RFP, the bidder should submitted sealed envelopes containing the following –

I. Envelope I - Technical Bid -

- i) RFP Document duly signed.
- ii) Covering Letter as per prescribed Format 4.1.
- iii) Authorisation letter issued by the Bidder in favour of the authorized person for signing the Bid, in the form attached hereto as Format 4.2.
- iv) Bidder Profile as per the prescribed Format 4.3.
- v) Bidder Undertaking as prescribed in Format 4.4.
- vi) Demand Draft/ Bank Guarantee of Earnest Money Deposit as prescribed in Format 4.5.
- vii) Draft Power Purchase Agreement (PPA) as prescribed in Format 4.6.
- viii) Bank Guarantee of Security Deposit as prescribed in Format 4.7.
- ix) Integrity Pact in non judicial stamp paper of requisite value as prescribed in Format 4.8.



II. Envelope II – Price Bid -

2.7.1.2 The Bidder should quote the tariff as prescribed in Format 4.6 (Price bid) and the following while preparing and submitting the Price Bid

The Bidder shall quote basic rate of tariff and other statutory charges/ taxes separately as per the prescribed Format4.6 (Price Bid). The basic rate quoted/ negotiated shall remain constant throughout the period of contract and other statutory charges/ taxes shall be as prevailing from time to time.

- *The basic rate includes scheduling and operational charges, losses and other charges pertain to VENDOR up to Delivery Points.*
- *The other statutory charges/ taxes includes all regulatory charges and losses, taxes and electricity duties and charges including CSS (Cross Subsidy Surcharge), RAC (Regulatory Asset Charges), additional surcharge, and any other applicable charges, and transmission and wheeling charges. Item wise split up of all statutory charges/ taxes shall be given under item 2 of price bid Format 4.9.*

All the documents, as mentioned above, should be kept in an envelopes, properly sealed and appropriately marked as **“Tender Documents for Bid for Supply of Renewable Power through Open Access Model at CANARA BANK, Bangalore”** to below mentioned communication address on or before : 28.02.2018 upto 3.00pm.

The above mentioned envelopes should be submitted in single cover to CANARA BANK, at the below mentioned address, by the Bidders either through registered post/ speed post/ courier/ hand delivery.

**Assistant General Manager
Canara Bank,
Estate Policy & Control Section,
General Administration Wing,
Head Office, 3rd Floor, 29 K R Road,
Basavanagudi, Bangalore – 560 004.**

2.7.2.2. It may be noted that Envelope I (Technical Bid) shall not contain any information/document relating to Financial Bid. If Technical Bid contains any such information / documents, the Bank shall not be responsible for premature opening of the Financial Bid. Such bids all liable to rejected.



2.7.2.3 All pages of the Bid, except EMD, and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document.

2.7.2.4 No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by the Bank as per Clause 2.5.1;

Provided that a Bidder shall always have the right to withdraw or modify its Bid before the Bid Deadline. In cases where the Bid is withdrawn by the Bidder before the Bid Deadline, then such Bid shall not be opened.

2.8. Amendment of RFP

2.8.1. The Bank, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder may modify the RFP, including the timelines specified in Clause 2.12.2, by issuance of addendum / modification / errata and / or a revised document, such document shall be made available on the website <https://www.canarabank.com>. The Bank shall not be responsible for any delay in receipt of the addendum / modification / errata and / or revised document and receipt of the same by the Bidders shall be presumed by the Bank upon taking all reasonable steps to notify the Bidders in accordance with the means mentioned in the preceding sentence. In order to provide reasonable time to the Bidders to take the modification into account in preparing their Bid, or for any other reasons, the Bank may, at its discretion, extend the Bid Deadline. Late receipt of any addendum / modification / errata and / or revised document will not relieve the Bidder from being bound by that modification or the Bid Deadline.

2.9. Commencement of Supply of Power to Bank

The Vendor shall be responsible, at its own cost and risk for the commencement of supply of power to the Bank as per the terms of the LOI/PPA.

2.10. The Bidder should note that:

2.10.1. Wherever information has been sought in specified Annexures, the Bidders shall furnish the details as per the prescribed Annexures and shall refrain from referring to any other document for providing any information required in the prescribed Annexure.



- 2.10.2. If any Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever in order to create circumstances for the acceptance of its Bid, the Bank reserves the right to reject such Bid or cancel the Letter of Intent, if issued. If such event is discovered after the Effective Date, consequences specified in the PPA shall apply.
- 2.10.3. If for any reason the Bid of any Successful Bidder is rejected or Letter of Intent issued to such Successful Bidder is cancelled, the Bank may annul the bid process or take any such measure as may be deemed fit in the sole discretion of the Bank.
- 2.10.4. Bid submitted by the Bidders, within the Bid Deadline, shall become the property of the Bank and shall not be returned to the Bidders;
- 2.10.5. Language of the Bid shall be English only;
- 2.10.6. The Bank may, at its sole discretion, ask for additional information/ document and/ or seek clarifications from a Bidder after the Bid Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Bid. However, no change in the substance of the Tariff shall be sought or permitted by the Bank.
- 2.10.7. Non submission and / or submission of incomplete data / information required under the provisions of the RFP shall not be construed as waiver on the part of the Bank of the obligation of the Bidders to furnish the said data / information unless the waiver is in writing.
- 2.10.8. The Bank may verify the Bidder's Price data by checking with the Bidder's lenders / bankers / financing institutions / any other person as necessary.
- 2.11. **Bidder to inform itself fully**
- 2.11.1. The Bidder shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Bid. Once the Bidder has submitted the Bid, the Bidder shall be deemed to have examined the laws and regulations in force in India, the grid conditions, and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances which may influence or affect the supply of power. Accordingly, the Bidder acknowledges that, on being selected as Successful Bidder, it shall not be relieved from any of its obligations under the RFP Documents nor shall be entitled to any extension of time for commencement of supply or Price compensation for any reason whatsoever.



2.11.2. The technical requirements of integrated grid operation are specified in the Indian Electricity Grid Code (IEGC). The Bidders should particularly acquaint themselves with the requirements of connection conditions, operating code for regional grids, scheduling and dispatch code etc. The Bidders are also advised to fully familiarize themselves with the real time grid conditions in India. The Bank shall not entertain any request for clarifications from the Bidders regarding the same. Non-awareness of these laws or such information shall not be a reason for the Bidder to request for extension in Bid Deadline. The Bidder undertakes and agrees that, before submission of its Bid; all such factors as generally stated above, have been fully investigated and considered while submitting the Bid.

2.11.3. The Bidder shall familiarize itself with the procedures and time frames required to obtain all Consents required for the supply of power to Bank. The Bank shall have no liability to obtain any of the Consents required for supply of power.

2.12. Due Dates

The Bidders shall submit a valid and binding Proposal for the Supply of Renewable Power on or before the Due Date (defined later) of submission. Canara bank has adopted the following tentative schedule for submission of the Proposals, selection and award of tender under this RFP. Description and Tentative Dates:

Sl. No	Event	Date
1	Date of Issue of RFP	07 th February, 2018
2	Last Date of Queries/Clarifications From Bidders	17 th February, 2018 at 4.30 pm
3	Date Of Pre Bid Meeting	20 th February, 2018 at 2.30 pm
4	Amendment from Bank	23 th February, 2018
5	Last Date Of Submission	28 th February, 2018 upto 2.30 pm
6	Date of Opening of Technical Bid	28 th February, 2018 at 3.00 pm
7	Date of Opening of Price Bid	Date and time will be informed through email to the qualified vendors

Bidders shall submit the signed and sealed hard copy of the Proposal and all documents including the RFP document should submitted on or before **28th February, 2018 upto 2.30pm** at the following address:

**Assistant General Manager
Canara Bank,
Estate Policy & Control Section,
General Administration Wing,
Head Office, 3rd Floor, 29 K R Road,
Basavanagudi, Bangalore – 560 004.**



Any Proposal submitted by either facsimile transmission or e-mail, is not acceptable. Any Proposal received after the Due Date and time, will be summarily rejected.

2.13. Validity of the Bid

2.13.1. The Bidder shall submit the Bid which shall remain valid up to one hundred and twenty (120) days from the date of bid opening. The Bank reserves the right to reject any Bid which does not meet the aforementioned validity requirement.

2.13.2. The Bank may solicit the Bidders' consent for an extension of the period of validity of the Bid. The request and the response in this regard shall be in writing. In the event any Bidder refuses to extend its Bid validity as requested by the Bank, the Bank shall not be entitled to invoke the Bid Bond. A Bidder accepting the Bank request for validity extension shall not be permitted to modify its Bid and such Bidder shall, accordingly, extend the validity of the Bid Bond as requested by the Bank and further undertake not to participate in any bid process as per Clause 2.1.4.7 within seven (7) days of such request, failing which the Bid shall not be considered as valid.

2.14. Bank Guarantee for Security Deposit

2.14.1. Within seven (7) days of issue of Letter of Intent, the Successful Bidder shall provide the DD/ Bank Guarantee for Security Deposit of Rs. 3,00,000/- (Rupees Three Lakhs only) along with PPA Agreement. The Contract Performance Guarantee shall be valid for Contract Period plus three (3) months of claim period. The Contract Performance Guarantee shall be issued by any of the scheduled commercial banks other than Canara Bank.

2.14.2. Non submission of the Performance Guarantee by the Successful Bidder(s) may lead to the invocation of the Bank Guarantee/ DD of EMD, cancellation of the Letter of Intent of such Bidder(s), and thereafter, the provisions of Clause 2.10.3 shall be applicable.

2.15. Right to withdraw the RFP and to reject any Bid

2.15.1. This RFP may be withdrawn or cancelled by the Bank at any time without assigning any reasons thereof. The Bank further reserves the right, at its discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.



2.15.2. The Bank reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this RFP and make its own judgment regarding the interpretation of the same. In this regard the Bank shall have no liability towards any Bidder and no Bidder shall have any recourse to the Bank with respect to the selection process. The Bank shall evaluate the Bids using the evaluation process specified in Section 3, at its sole discretion. The Bank's decision in this regard shall be final and binding on the Bidders.

2.16 Confidentiality

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

2.16.2 to their professional advisors;

2.16.3 to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities;

2.16.4 Disclosures required under applicable Law, without the prior written consent of the other parties of the concerned agreements.

Provided that the Successful Bidder agrees and acknowledges that the Bank may at any time, disclose the terms and conditions of the RFP and RFP Documents to any person, to the extent stipulated under the applicable Law;

2.17 Fraudulent and Corrupt Practices

2.17.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bid process and subsequent to the issue of the LOI. Notwithstanding anything to the contrary contained herein, or in the LOI, the Bank shall reject a Bid, withdraw the LOI, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bid process. In such an event, the Bank shall forfeit the Bid Bond, without prejudice to any other right or remedy that may be available to the Bank hereunder or otherwise.

2.17.2 Without prejudice to the rights of the Bank under Clause 2.19 hereinabove and the rights and remedies which the Bank may have under the LOI, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of the LOI, such Bidder shall not be eligible to participate in any tender or RFP issued by the Bank, during a period of two (2) years from the date such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice,



coercive practice, undesirable practice or restrictive practices, as the case may be.

2.17.3 For the purposes of this Clause 2.19, the following terms shall have the meaning hereinafter respectively assigned to them:

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

(c) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid process;

(d) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bid process;

(e) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid process; or (ii) having a Conflict of Interest; and

(f) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bid process;



2.18 INTEGRITY PACT: Integrity Pact Formatis enclosed as Format– 17. The same to be duly filled in a **non-judicial stamp paper of Rs 200/-** and submitted along with offer. Name & details Independent External Monitor (IEM) identified for this Tender/RFP are as under :

- a) Sri Dilip Mavinkurve – dilipmav@gmail.com
- b) Sri Hari Santhosh Kumar – hsantoshkumar50@gmail.com

Only those tenderers, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the tendering process. Those bids/ tenders which are not containing the above pact are liable for rejection.



SECTION - 3

EVALUATION CRITERIA



SECTION 3

3. EVALUATION CRITERIA

3.1. Opening of Bids

3.1.1. Envelope I (Technical Bid) shall be opened at 28.02.2018 at 3.00 PM or the last extended bid due date. The Bid without the Bank Guarantee/ DD of EMD shall be summarily rejected without opening other parts of the Bid.

3.1.2. After examination of the Earnest Money Deposit, Bank will subsequently examine and evaluate other parts of the Bid in accordance with the provisions set out in this Section 3.

3.1.3. To facilitate evaluation of Bids, CANARA BANK may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.2. Tests of Responsiveness

3.2.1. The Technical Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RFP. Subject to Clause 2.10.6, any of the following may cause the Bid to be considered "Non-responsive", at the sole discretion of Bank:

Bids that are incomplete, i.e. not accompanied by any of the applicable Annexures inter alia covering letter, Authorisation letter, documentary evidence, Bidder undertaking, non submission of Bank Guarantee/ DD of EMD;

Bid not signed by authorized signatory and / or stamped in the manner indicated in this RFP;

Material inconsistencies in the information / documents submitted by the Bidder, affecting the Qualification Requirements;

Information not submitted in the Annexures specified in this RFP; A Bidder submitting more than one Bid;

Bid validity being less than that required as per Clause 2.13 of this RFP;

Bid being conditional in nature;

Bid not received by the Bid Deadline;

Bid having Conflict of Interest;

Bidder delaying in submission of additional information or clarifications sought by Bank as applicable;

Each Bid shall be checked for compliance with the submission requirements set forth in this RFP before the evaluation of Bidder's fulfilment of Qualification Requirement is taken up.



3.3. Evaluation of Bidder's fulfilment of Qualification Requirements

3.3.1 Evaluation of Bidder's Qualification will be carried out based on the information furnished by the Bidder as per the RFP and related documentary evidence in support of meeting the Qualification Requirements as specified in Clause 2.7.1.1. Non-availability of information and related documentary evidence for the satisfaction of Qualification Requirements may cause the Bid to be non-responsive.

3.3.2 CANARA BANK's decision on compliance of Qualification Requirements shall be final.

3.4. Evaluation of Price Bid

3.4.1 Price Bid of the Qualified Bidders shall be opened on date that shall be intimated by Bank to the Bidders only through valid email id mentioned in the Bidder profile.

3.4.2 The Price Bids received shall be studied in detail and a comparative statement of substantially responsive bids shall be prepared. The Bidders shall be evaluated based on the actual basic rate per unit plus applicable statutory charges/ taxes.

3.4.3 Based on the comparative statement drawn for actual basic rate per unit plus applicable statutory charges/ taxes, L1, L2, L3 shall be determined and quoted Tariff shall be ranked from the lowest to the highest.

3.4.4 The Bidder with the lowest quoted Tariff shall be declared as the Successful Bidder.

3.4.5 In case if lowest quoted Tariff is offered by two bidders, the fresh quote will invited from these two bidders and L1 will be arrived thereafter based on the quotes submitted by them.

3.4.6 The Letter of Intent shall be issued to Successful Bidder selected.

3.4.7 Successful Bidder shall unconditionally accept the LOI, and record on one (1) copy of the LOI, "Accepted Unconditionally", under the signature of the authorized signatory of the Successful Bidder and return such copy to the Bank within seven (7) days of issue of LOI.

3.4.8 The Bank, in its own discretion, has the right to reject all Bids if the quoted Tariff is not aligned to the prevailing market prices.

3.4.9 Bank at its discretion may appoint a consultant during evaluation and implementation of work.



SECTION – 4

FORMATS FOR BID SUBMISSION



Format 4.1 for Covering Letter

COVERING LETTER FOR BID SUBMISSION

(The covering letter should be on the Letter Head of the Bidder)

Date: _____

From,
(Insert name and address of Bidding Company)
Tel.:
Fax:
E-mail Id:

To,
The Assistant General Manager
Canara Bank
Technical Cell, Estate Policy and Control Section
General Administration Wing
Basavanagdi, Bangalore – 560004.

Sub: Bid for Supply of Renewable Power through Open Access at Bank's Own Three Buildings in Bangalore

Dear Sir,

We, the undersigned *[insert name of the 'Bidder']* having read, examined and understood in detail the RFP as mentioned in subject above and hereby submit our Bid.

1. We give our unconditional acceptance to the RFP, dated *[Insert date in dd/mm/yyyy]* and RFP Documents attached thereto, issued by the Bank, as amended. As token of our acceptance to the RFP Documents, the same have been initialled by us and enclosed to the Bid.
2. We have submitted our Price Bid strictly as per prescribed Format of this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said Annexure.

3. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by the Bank in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process. We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to supply of renewable power under Open Access at Delivery Points.



4. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP Documents in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in RFP have been fully examined and considered while submitting the Bid.

5. Contact Person

Details of the contact person are furnished in the Bidder Profile as prescribed at Format4.3.

6. Bid enclosures

We are enclosing herewith the required documents as sought in the RFP along with the Technical and Price Bids.

7. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from the Bank.

8. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.

9. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of **one twenty (120) days** from the date of submission of the Bid.

10. We confirm that we have not taken any deviation so as to be deemed non-responsive with respect to the provisions stipulated in any of the provisions of this RFP.

11. We confirm that no order / ruling has been passed by an Appropriate Commission or a competent court against us or any of our Affiliates in the preceding three (3) years from the Bid Deadline for breach of any contract for supply of power.

Dated the _____ day of _____, 2018

Thanking you,

We remain,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney / Board Resolution



Format 4.2 for Authorization letter

AUTHORIZATION LETTER

To
The Asst General Manager,
Technical cell, Estate Policy and Control Section,
General Administration Wing, Canara Bank
Head Office Annexe,
29 K R Road, Basavanagudi
Bangalore – 560 004

Dear Sir,

Sub: Authorization Letter for Submission of Bid

REF: YOUR RFP NO: - _____ Dt _____.

This has reference to your above RFP for supply of renewable power through open Access at Canara Bank Buildings, Bangalore. Mr.Miss/Mrs. _____ who is presently employed with us and holding a position of to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid, including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Bank may require us to submit. He/ She is further authorized for making representations to the Bank, and providing information / responses to Bank, representing us in all matters before Bank, and generally dealing with Bank in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP.

We hereby agree to ratify all acts, deeds and things done by our said Authorisation person shall be binding on us and shall always be deemed to have been done by us. All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.
on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Signature of Attesting Authority



Format 4.3 for Bidder Profile

BIDDER PROFILE

Sl. No.	Particulars	Details (at Page no.)
A	Profile	
1	Name of the Bidder	
2	Address of 1. Incorporation Office/ Registered Office 2. Bangalore Address	
3	Telephone Number and Mobile Number	
5	Email Address	
B	Generation Source:	
6	Plant location (specify place, district and state)	
7	Existing No of Units and installed Capacity of each unit (in MW)	
8	Source of Renewable Power is intended to be supplied under Open Access Model	
9	Quantum of Power contracted locally with other purchasers, if any (in MW)	
10	Details of surplus capacity available (in MW and KWh/Units)	
11	Expected time require for statutory/ Non statutory approval at your end:	
12	Date of Commenced of Project and date of completion	
13	Details of licensee issued by KPTCL/ BESCOM for providing Renewable Power through Open Access Model (License No, Date, Validity etc.)	
14	Any other information	



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Wherever applicable submit documentary evidence to facilitate verification.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us, our applications/empanelment is liable to be rejected.

Name & Signature of the Authorized

Signatory with date & seal

Designation:

Date:

Place:



Format 4.4 for Bidder Undertaking

Bidder's Undertaking

[On the Letter Head of the Bidding Company]

Dated:

To,

Sub: Bidders' Undertakings for Supply of Renewable Power through Open Access at Bank's Own Three Buildings in Bangalore in response to the RFP dated: 07.02.2018

Dear Sir;

We give our unconditional acceptance to the RFP and RFP Documents issued by Bank as a part of the RFP dated : 08.02.2018, and as amended. We shall ensure that the VENDOR shall execute such RFP Documents as per the provisions of the RFP.

I/We agree that CANARA BANK will be relying on the information provided in the Bid and the Bid documents accompanying such Bid for selection of Successful Bidder for the aforesaid subject, and we certify that all information provided in the Bid and its prescribed RFP Annexures; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

I/We declare that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

I/We declare that the identified unit(s) generates firm power on round the clock basis using (source of renewable power), and I/We are capable to supply of renewable power in respect of three premises with total energy of 2,20,000 KWh/Units per month through open access on round the clock basis at Delivery Points.

(In case the Bidder is a Trading Licensee) "We undertake that we shall not submit any bid, on the basis of power purchase agreement submitted along with our Bid for the same quantum of power and generation source specified therein, for any other bid



process till the selection of the Successful Bidder(s) and issue of LOI, or till the termination of the process, whichever is earlier, subject to a maximum of period of one hundred and twenty (120) days from the Bid Deadline.

I/We agree that for aforesaid subject, we will allow CANARA BANK to visit the generating plant site and shall allow CANARA BANK to conduct both technical & Price due-diligence (if needed).

I/We declare that in the event we are unable to supply the assured unit(s) of renewable power from generating plant as per applicable rules and regulations, we will absorb the cross subsidy surcharge applicable time-to-time as per applicable State and BESCOM/ KPTCL regulations.

I/We agree and undertake to abide by all the terms and conditions of the RFP document.

I/We offer a total assured renewable power of 2,20,000 KWh/Units per month through open access to all three premises and the tariff will be paid as per the agreed terms and conditions of PPA.

In witness thereof, I/ we submit this application 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 Bidder



Format 4.5 for Bank Guarantee for EMD

Bank Guarantee Format for Earnest Money Deposit

To

.....

WHEREAS _____ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of (Name of Contract) _____ (hereinafter called "the Tender") in favour of **CANARA BANK, HEAD OFFICE , BANGALORE** hereinafter called the "Beneficiary";

KNOW ALL MEN by these presents that we, _____ (name of the issuing Bank), a body corporate constituted under the _____ having its Head Office at _____ amongst others a branch/office at _____ (hereinafter called "the Bank" are bound unto the Beneficiary for the _____ sum of Rs _____ (Rupees _____ only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- b) If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
 - (i) fails or refuses to execute the Agreement, if required; or
 - (ii) fails or refuses to furnish the performance security, in accordance with clause _____ of conditions of Contract.

We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.



Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)
- ii) This Bank Guarantee is valid up to _____ and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (mention period of guarantee as found under clause (ii) above plus claim period)

Dated ____ day of _____ 2018.

SIGNATURE & SEAL OF THE BANK



**Format 4.6 for SECURITY DEPOSIT FORMAT
BANK GUARANTEE FOR SECURITY DEPOSIT**

Guarantee No.....

Amount of Guarantee Rs.....

Guarantee cover from Dated :

To Dated:

Last Date for Lodgement of claim:

To:

.....
.....
.....
.....

In consideration of (hereinafter called "Beneficiary") having agreed to exempt Ltd., having its Registered Office situated at (hereinafter called the "the obligator(s)") from the demand of security deposit of Rs..... (Rupees only) under the terms and conditions of an agreement dated (hereinafter called the "said Agreement") for the due fulfillment by the said obligator of the terms and conditions contained in the said agreement, on production of the Bank Guarantee for Rs..... (Rupees only), at the request of the obligator _____ Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of undertakings) Act, 1970 having its Head Office at _____ amongst others a branch at (hereinafter referred to as "the Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs..... (Rupees only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligator(s) of any of the terms and conditions contained in the said agreement.

1. We, the Bank to hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said



agreement or by reason of the obligator's failure to perform the said agreement. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

2. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said agreement have been fully paid and its claims satisfied or till the beneficiary certifies that the terms and conditions of the said agreement have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before we shall be discharged from all liabilities under this guarantee thereafter.

3. We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.

4. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.

5. Notwithstanding anything contained herein:

- i. Our liability under this Bank Guarantee shall not exceed Rs. (Rupees only)
- ii. This Bank Guarantee is valid upto and
- b. (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (mention period of the guarantee as found under clause (ii) above plus claim period)

PLACE:

DATE :

SIGNATURE



Format 4.6 for Draft Power Purchase Agreement (PPA)

[NOTE: To be executed on an appropriate stamp paper]

POWER PURCHASE AGREEMENT (PPA)

**FOR
PURCHASE OF POWER FROM -----(INSERT NAME OF RENEWABLE
ENERGY SOURCES) ON MEDIUM TERM BASIS THROUGH KPTCL/
BESCOM**

**BY TARIFF BASED COMPETITIVE BIDDING PROCESS FOR MEETING
THE POWER LOAD REQUIREMENTS OF BANK'S ALL THREE BUILDINGS**

BETWEEN

“CANARA BANK”

AND

“VENDOR NAME”



by the VENDOR to the Procurer(s) (at three Premises) and pay the VENDOR the Tariff as determined in accordance with the terms of this Agreement.

- E. The [Insert as applicable "VENDOR"] has provided the Procurer(s), Bank Guarantee of Security Deposit (s) as per Format specified in Schedule 3 of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Power Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:



ARTICLE 1

DEFINITIONS AND INTERPRETATION

2.1.1 Definitions

2.1.2 The terms used in this Agreement, and in all of the Schedules hereto including, without limitation, any other document related to this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the Rules or Regulations framed there under as amended or re-enacted from time to time:

1.1.3

“Act” or “Electricity Act 2003” shall mean Electricity Act 2003 or any further amendments made subsequent to the same.

“Agreement” or **“Power Purchase Agreement”** or **“PPA”** shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof.

“Applicable Law” shall mean the Electricity Act, 2003 and other statutes, delegated legislation (rules, regulations, bye laws), Notifications, binding orders of Govt. Agency, as and to the extent applicable to the Parties and the substratum of this Agreement.

“Bank” shall mean a reference to Nationalized Bank/Scheduled Bank as notified by the Reserve Bank of India.

“Business Day” shall mean a day other than Sunday or a statutory holiday, on which the Banks remain open for business in the State of Karnataka.

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

“Central Transmission Utility” or **“CTU”** shall mean the Utility notified by the Central Government under Section-38 of the Electricity Act 2003.

“Commission” shall mean the Central Electricity Regulatory Commission or Karnataka Electricity Regulatory Commission

“Competent Court of Law” shall mean any Court situated in the City of Bangalore in Karnataka State.

“Bank Guarantee for Security Deposit” shall have the meaning as ascribed to herein in this RFP.

“Contract Period” shall mean the period commencing from the date of supply of power



(Electricity) from Delivery Point.

"Contracted Capacity" shall mean the allocation of the assured/ Contracted Capacity to each of the Procurers/Bank as provided in Schedule 1 hereof.

"Control Centre" shall mean the RLDC and/or SLDC or such other load control centre designated by the Procurer(s) from time to time through which the Procurer(s) shall issue Dispatch Instructions to the VENDOR for supply of Power.

"Dispatch through Instruction" shall mean any instruction issued by the Procurer(s)the concerned SLDC / RLDC to the VENDOR, in accordance with applicable Grid Code and this Agreement.

"Declared Capacity" shall mean the Power Station's Net Capacity at the relevant time at the Interconnection Point (expressed in KWh/Units) as declared by the VENDOR in accordance with the Grid Code and dispatching procedures as per the Availability Based Tariff.

"Delivery Point" shall mean, for Inter-State transmission of power, regional periphery of the Vendor to be taken as Delivery Point and for Intra-State transmission of power, interconnection point of VENDOR with STU to be taken as Delivery Point.

"Dispute" shall mean any dispute or difference of any kind between a Procurer and the Vendor or between the Procurers (jointly) and the Vendor, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in this Agreement.

"Due Date" shall mean the 30th day after a Fortnightly Bill or a Supplementary Bill is received and duly acknowledged by the Procurer(s) or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Bill or a supplementary Bill is such payable by such Procurer(s).

"Effective Date" shall have the meaning ascribed thereto in Article 2.1 of this Agreement.

"Electricity Laws" shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to Electricity including regulations framed by the Appropriate Commission.

"Earnest Money Deposit" shall have the meaning ascribed in RFP document (Bid Security).

"Grid Code" / "IEGC" or "State Grid Code" shall mean the Grid Code specified by the Central Commission under Clause (h) of Sub-section (1) of Section 79 of the



Electricity Act and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable.

"Injection Point" shall mean theas specified by the VENDOR in RFP Bid Document.

"Interconnection Point" shall mean the point where the power from the Power Station switchyard bus of the Vendor is injected into the interstate/intrastate transmission system (including the dedicated transmission line connecting the Power Station with the Interstate/ Intrastate transmission system).

"Invoice" or "Bill" shall mean either a fortnightly Invoice by any of the Parties.

"KERC" shall mean the Karnataka Electricity Regulatory Commission.

"Minimum Bid Capacity Offered at Delivery Points" shall mean assured power of 2,20,000 KWh/Units for Vendor located in Karnataka state (Intra State).

"Month" shall mean calendar month, unless the context otherwise requires in this Agreement.

"Procurer(s) Periphery" shall mean the STU (KPTCL) interface(s) within the region of the Bank, where power is delivered to the Bank after it is injected by the Vendor.

"Quoted Tariff" shall have a meaning as per RFP document.

"Regional Energy Accounts" or "REA"/ "State Energy Account" or SEA shall have the same meaning as in the Grid Code and issued by the relevant RPC secretariat or other appropriate agency for each Week and for each Month (as per their prescribed methodology), including the revisions and amendments thereof.

"RPC" shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region.

"Rupees" or "Rs." shall mean Indian Rupees, the lawful currency of India.

"Scheduled Delivery Date" shall mean commencement of power supply of Contracted capacity i.e., from date of signing PPA Agreement.

"Scheduled Energy" or "Scheduled Generation" shall mean Scheduled Generation as defined in the ABT /relevant Regulations framed by Appropriate Commission.

"Selected Bid" shall mean the Bid of the Successful Bidder as accepted by the



Authorized Representative.

“Vendor/ Seller” shall mean the Successful Bidder who submitted the Bank Guarantee of Security Deposit and executes the PPA and other RFP document with the bank and who shall be responsible for supplying power to the bank at the Delivery Point for the term of PPA as per the terms and Conditions specified therein.

“SLDC” shall mean the centre established under Sub-section (1) of Section 31 of the Electricity Act 2003.

“SLDC Charges” shall mean the charges levied by any of the relevant SLDCs for the supply of power by the VENDOR to the Procurer(s).

“State Transmission Utility” or “STU” shall mean the Board or the Government Company notified by the respective State Government under Sub-section (1) of Section 39 of the Act.

“STU Interface” shall mean the point at which the CTU network is connected to the intrastate transmission system of the Procurer(s)'s State(s), and at which the Procurer(s) agree to receive power. For generation source in the same state as that of the Procurer(s), the STU Interface shall be the bus- bar of the generating station from which power is contracted to be supplied, at an appropriate voltage level as specified by the STU.

“Successful Bidder” shall mean the Bidder selected by the Authorized Representative pursuant to the RFP for supply of power by to the Procurer(s) as per the terms of PPA and RFP Documents, and to whom a LOI has been issued.

“Unscheduled Interchange” or “UI” shall have the meaning ascribed thereto in relevant CERC Regulations as amended or revised from time to time. In case the Power Station and the Procurer(s) being within the same state, the Unscheduled Interchange shall be regulated by the respective SERC regulations; In the absence of SERC regulations / Intra State ABT, UI charges shall be made applicable as per CERC, Regulations from time to time.



1.1 Interpretation

Save where the contrary is indicated, any reference in this Agreement to:

- 1.1.1 "Agreement" shall be construed as including a reference to its Schedules, Appendices and Annexures;
- 1.1.2 An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;
- 1.1.3 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;
- 1.1.4 "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.1.5 A "Person" shall be construed as a reference to any person, Firm, Company, Corporation, Society, Trust, Government, State or Agency of a State or any Association or Partnership (whether or not having separate legal personality) of two or more of the above and a Person shall be construed as including a reference to its Successors, permitted Transferees and permitted Assigns in accordance with their respective interests;
- 1.1.6 Words importing the singular shall include the plural and vice versa;
- 1.1.7 This Agreement itself or any other agreement or Document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;
- 1.1.8 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;
- 1.1.9 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;
- 1.1.10 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;



- 1.1.11 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;
- 1.1.12 The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;



ARTICLE 2

TERM OF AGREEMENT

2.1 Effective Date

This Agreement shall come into effect from the date of execution by both the parties and such date shall be referred to as the effective date and shall be valid for a period of 5 (FIVE) years plus 3 months lead period for supply of power by the VENDOR. CANARA BANK at its option may extend the contract at a mutually agreed tariff, terms and conditions.

2.2 Term of the Agreement

This Agreement shall be valid for a term commencement from the Effective Date and ending on the Expiry Date. However, the parties may, 180 (one hundred eighty) days prior to the Expiry date, decide to extend the term and conditions agreement ("Term of Agreement"), unless terminated earlier.

1.2 Survival

The expiry or termination of this Agreement shall not affect accrued rights and obligations of the Parties under this Agreement, nor shall it affect any continuing obligations for which this Agreement provides, either expressly or by necessary implication.

ARTICLE 3

CONDITIONS SUBSEQUENT TO BE SATISFIED BY VENDOR/ PROCURER(S)

3.1 VENDOR's Obligation

- 3.1.1 Responsible for making application with KPTCL/BESOM under Medium term open access for assured power of 2,20,000 KWh/Units all three Canara Bank Premises/Buildings of Purchase Order (PO) within 3 working days on receipt of fax/Email copy of PO from Canara Bank, failing which EMD shall be forfeited.
- 3.1.2 Responsible for obtaining prior permission of Bank while revising the schedules, failing which compensation and penalty are payable as per Article 6 of PPA.
- 3.1.3 The VENDOR agrees and undertakes to obtain necessary permissions for scheduling of assured power up to Bank periphery through medium term open access at the VENDOR'S own cost and risk and ensure the commencement of supply from Scheduled Delivery date.



3.1.4 The VENDOR shall be responsible for arranging transmission access and open access including obtaining No Objection Certificates and other liaison works with all concerned statutory and Non-statutory agencies like distribution companies, load despatch centers etc. during the term of the contract.

3.1.5 The VENDOR shall be responsible for scheduling of power at both ends. The VENDOR shall make agreements for providing suitable Energy Metering (ABT meter) and interconnection with existing system (11KV) at their costs including testing, calibration, maintenance, renewal and repair of meters at Bank's side/ Delivery Points.

3.2 Procurers' Obligation

3.2.1 Ensure the availability of Interconnection Facilities and evacuation of power from the Delivery Point before the Scheduled Delivery Date.

3.2.2 The Bank shall pay the bill for actual consumption (or) minimum assured energy (i.e 2,20,000) KWh/ units whichever is higher within due date as per agreed terms and conditions including applicable statutory charges/ taxes.

3.3 Bank Guarantee of Security Deposit

Security Deposit: In order to ensure the due performance of the VENDOR, the VENDOR shall furnish a DD/ Bank Guarantee, of Rupees Three Lakhs (Rs. 3,00,000/-) only not later than Seven (7) working days, from the date of award of the Tender. In the event the VENDOR fails to furnish the Bank Guarantee/ Security Deposit, CANARA BANK will deduct amount equivalent to the performance bank guarantee from first bills payable to the VENDOR and the same will be converted as performance security deposit. The performance bank guarantee or security deposit will be refunded after three (3) months of the expiry of the Term or early termination. The performance bank guarantee/ security deposit will not carry any interest.

3.4 Return of Performance Bank Guarantee/ Security Deposit

3.4.1 The Procurer(s) shall return / release the Performance Bank Guarantee/Security Deposit in the event of termination of this Agreement by the Procurer(s) default within 30 days.

3.4.2 Subject to the provisions of Article 3.4.1, the Procurer(s) shall return / release the Performance Guarantee/ Security Deposit to the VENDOR at the end of the Term



of this Agreement.

- 3.4.3 The return / release of the Performance Guarantee/ Security Deposit shall be without prejudice to other rights of the Procurer(s) under this Agreement.

ARTICLE 4

CAPACITY, AVAILABILITY AND DISPATCH

4.1 Availability

- 4.1.1 VENDOR shall comply/complies with the provisions of the applicable Law regarding Availability including, in particular, to the provisions of the ABT and Grid Code from time to time relating to declaration of Availability and the matters incidental thereto.

4.2 Scheduling and Dispatch

- 4.2.1 VENDOR shall comply/complies with the provisions of the applicable Law regarding Dispatch Instructions, in particular, to the provisions of the ABT and Grid Code from time to time relating to scheduling and Dispatch and the matters incidental thereto.
- 4.2.2 In case of exigencies either party may request to other party for revision of agreed Schedule as per the Grid Code.
- 4.2.3 Variation between scheduled energy and actual energy at the Delivery Point shall be accounted for through unscheduled interchange (UI) as per the provisions of the Grid Code and UI regulations from time to time.

ARTICLE 5

5.1 Commencement Of Supply Of Power To Procurer(s)

- 5.1.1 The VENDOR shall be responsible to commence the supply of assured power of 2,20,000 KWh/Units by the Scheduled Delivery Date in accordance with the provisions of this Agreement.
- 5.1.2 If the VENDOR fails to commence the supply of power on the Scheduled Delivery date specified in this Agreement. The Bank shall have the right to forfeit the Performance Bank Guarantee/ Security Deposit.

5.2 Right to Contracted Capacity and Scheduled Energy

- 5.2.1 Subject to provisions of this Agreement, the entire Contracted Capacity shall be for the exclusive benefit of the Bank and the Bank shall have the exclusive right to



purchase the entire Contracted Capacity from the VENDOR. The VENDOR shall not grant to any third party or allow any third party to obtain any entitlement to the Contracted Capacity and/or Scheduled Energy.

5.3 Alternate source of power supply

If the VENDOR is unable to provide supply of power to the Bank up to the assured capacity from the Delivery Points except due to a Force Majeure Event, the VENDOR is free to supply power up to the assured capacity from an alternative generation source to meet its obligations under this Agreement. Such power shall be supplied to the Procurer(s) at the same Tariff as per the terms of this Agreement.

ARTICLE 6

BILLING & PAYMENT

6.1 General

From the commencement of supply of power, Bank shall pay the VENDOR the monthly tariff payment on or before the due date.

6.2 Payment

6.2.1 The VENDOR shall issue a signed monthly bill to the individual RR connection as follows,

- a) **RR Connection: 2717777158**
Canara Bank, No: 12, JC Road, Bangalore
- b) **RR Connection: 3494434511**
Canara Bank, No: 14, Naveen Complex, MG Road, Bangalore
- c) **RR Connection: 8005434577**
Canara Bank, No: 86, Spencer Tower, MG Road Bangalore

6.2.2 Procurer shall pay the tariff as per Schedule – 5 for the scheduled energy at Delivery Points on monthly basis.

6.2.3 Payment for Liquidated Damages for failure to supply the Instructed Capacity

6.2.3.1 Both the parties would ensure that actual scheduling does not deviate the assured energy.



6.2.4 In case of failure from VENDOR side that not able to supply the assured energy (i.e 2,20,000 KWh/ Units) per month. VENDOR shall pay compensation to Procurer the differential rate taking into the account of prevailing BESCO/KPTCL rates.

6.3 Payment & Rebate

6.3.1 **Payment:** The Bank shall make the payment to VENDOR on 7th day from the date of receipt of the monthly bills pertaining to the consumption of energy in Canara Bank's three buildings RR No individually. If the due date of payment happens to be a holiday, the immediate next working day shall be considered as the due date for payment. In case of timely payment by Canara Bank, adjustment for the admissible rebate as per Clause No. 6.3.2 hereinafter shall be made while making the payment against the bill.

6.4 Meters

6.4.1 For installation of meters, testing, calibration and reading and all matters incidental thereto, the VENDOR and Canara Bank shall follow and be bound by the Applicable Laws including Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.

6.4.2 The VENDOR shall bear all costs pertaining to supply, installation, testing, calibration, maintenance, renewal and repair of meters at Bank's side of Delivery Points.

6.5 Measurement of Energy

Measurement of electrical energy shall be done at the Interconnection point or points by the metering system at Canara Bank.

ARTICLE 7

FORCE MAJEURE AND CHANGE IN LAW

7.1 Force Majeure

- i) Any restriction imposed by RLDC/SLDC in scheduling of power due to breakdown of Transmission/Grid constraint shall be treated as Force Majeure without any liability on either side.
- ii) Any of the events or circumstances, or combination of events and circumstances such as act of God, exceptionally adverse weather



conditions, lightning, flood, cyclone, earthquake, volcanic eruption, fire or landslide or acts of terrorism causing disruption of the system.

- iii) The contracted power will be treated as deemed reduced for the period of Transmission Constraint. The non / part availability of transmission corridor should be certified by concerned RLDC / SLDC.

7.2 Duty to Mitigate

To the extent not prevented by a Force Majeure event, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any event of Force Majeure as soon as practicable.

7.3 Change in Law

Change in Law includes:

- i. Any change in transmission charges and Open access charges.
- 3 Any change in taxes (excluding income tax), duties, cess or introduction of any tax, duty, cess made applicable for supply of assured power by the VENDOR.

The change in statutory charges and taxes on account of Change in Law as per Karnataka Electricity Regulatory Commission (KERC).

ARTICLE 8

GOVERNING LAW AND DISPUTE RESOLUTION

8.1 Governing Law

- 8.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Bangalore, Karnataka

8.2 Amicable Settlement

If any disputes or difference of any kind whatsoever(a "Dispute") shall arise between Purchaser and VENDOR in connection with, or arising out of or relating to this agreement or breach, termination or validity hereof, Procurer and VENDOR shall attempting for a period of existence of dispute in the first instance by mutual discussions between the parties.



8.3 Arbitration

Where any dispute arises claiming any change in or regarding determination of tariff or any tariff related matters or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the Appropriate Commission.

All other disputes shall be resolved by arbitration under the Indian Arbitration and Conciliation Act, 1996

ARTICLE 9

9.1 CONFIDENTIALITY

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

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
- c) disclosures required under Law.

without the prior written consent of the other Parties.

9.1.2 Notwithstanding the provisions under this agreement, the VENDOR agrees and acknowledges that the Procurer(s) may at any time, disclose the terms and conditions of the Agreement and the other RFP Documents to any person, to the extent stipulated under the Law or the Competitive Bidding Guidelines.

ARTICLE 10

MISCELLANEOUS PROVISIONS

10.1 Amendment

This Agreement may only be amended or supplemented by a written agreement between the Parties.

10.2 Third Party Beneficiaries

This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.



10.3 Waiver

10.3.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party:

10.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

10.4 Language

The language of this Agreement shall be English and all documents, notices, waivers and all other written communication or otherwise between the Parties in connection with this Agreement shall be in English.

10.5 Assignments

10.5.1 This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing:

Provided that, such consent shall not be withheld if the Procurer(s) seeks to transfer to any transferee all of its rights and obligations under this Agreement; and

- (a) such transferee is either the owner or operator of all or substantially all of the distribution system of such Procurer(s) and /or such transferee is a successor entity of the Procurer(s); and
- (b) this Agreement and the other RFP Documents shall continue to remain valid and binding on such successor.

10.6 Notices

All notices to be given under this Agreement shall be in writing and in the English Language and must be delivered personally or sent by registered or certified mail, telecopier, e-mail, telefax or telegram to the addresses below:

Address of Procurer(s)

Address of VENDOR(s)



10.7 Severability

The invalidity or enforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this agreement unless the part held invalid or unenforceable fundamental to this agreement.

10.8 Breach of Obligations

The Parties acknowledge that a breach of any of the obligations contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting party in each case specified under this Agreement.

10.9 Commercial Acts

10.9.1 The Procurer(s) and VENDOR unconditionally and irrevocably agree that the execution, delivery and performance by each of them of this Agreement and any other RFP Documents to which it is a Party constitute private and commercial acts rather than public or governmental acts.

10.10 No Consequential or Indirect Losses

10.10.1 The liability of the VENDOR and the Procurer(s) shall be limited to that explicitly provided in this Agreement.

Provided that notwithstanding anything contained in this Agreement, under no event shall the Procurer(s) or the VENDOR claim from one another any indirect or consequential losses or damages.

10.11 Discretion

Except where this Agreement expressly requires a Party to act fairly or reasonably, a Party may exercise any discretion given to it under this Agreement in any way it deems fit.

10.12 REPRESENTATION AND WARRANTIES

10.12.1 Representations and Warranties by the Procurer(s)

“Each Procurer” hereby represents and warrants to and agrees with the VENDOR as follows and acknowledges and confirms that the VENDOR is relying



on such representations and warranties in connection with the transactions described in this Agreement:

The Procurer has all requisite powers and has been duly authorized to execute and consummate this Agreement;

- i) This Agreement is enforceable against the Procurer in accordance with its terms;
- ii) The consummation of the transactions contemplated by this Agreement on the part of the Procurer will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the Procurer is a party or to which the Procurer is bound, which violation, default or power has not been waived;
- iii) The Procurer is not insolvent and no insolvency proceedings have been instituted, nor threatened or pending by or against the Procurer;
- iv) There are no actions, suits, claims, proceedings or investigations pending or, to the best of the Procurer's knowledge, threatened in writing against the Procurer at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to comply with its obligations under this Agreement.

"Each Procurer" makes all the representations and warranties above to be valid as on the date of this Agreement.

10.12.2 Representation and Warranties of the VENDOR

The VENDOR hereby represents and warrants to and agrees with the Procurer(s) as follows and acknowledges and confirms that the Procurer(s) is/are relying on such representations and warranties in connection with the transactions described in this Agreement:

- i) The VENDOR has all requisite power and has been duly authorized to execute and consummate this Agreement;
- ii) This Agreement is enforceable against the VENDOR in accordance with its terms;
- iii) The consummation of the transactions contemplated by this Agreement on the



part of the VENDOR will not violate any provision of nor constitute a default under, nor give rise to a power to cancel any charter, mortgage, deed of trust or lien, lease, agreement, license, permit, evidence of indebtedness, restriction, or other contract to which the VENDOR is a party or to which the VENDOR is bound which violation, default or power has not been waived;

- iv) The VENDOR is not insolvent and no insolvency proceedings have been instituted, or not threatened or pending by or against the VENDOR;
- v) There are no actions, suits, claims, proceedings or investigations pending or, to the best of VENDOR's knowledge, threatened in writing against the VENDOR at law, in equity, or otherwise, and whether civil or criminal in nature, before or by, any court, commission, arbitrator or governmental agency or authority, and there are no outstanding judgments, decrees or orders of any such courts, commission, arbitrator or governmental agencies or authorities, which materially adversely affect its ability to supply power or to comply with its obligations under this Agreement.
- vi) The VENDOR/ Successful Bidder has neither made any statement nor provided any information in his Bid, which was materially inaccurate or misleading at the time when such statement was made or information was provided. Further, all the confirmations, undertakings, declarations and representations made in the Bid are true and accurate and there is no breach of the same.

The VENDOR makes all the representations and warranties above to be valid as on the date of this Agreement.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written, through their authorized representatives at _____

FOR PROCURER

FOR VENDOR

[Authorized Signatory]

[Authorized Signatory]

WITNESS

WITNESS

Name:[.]
Address:[.]

Name: [.]
Address:[.]



Format 4.8 for Integrity Pact

PRE CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ____ day of the month 20____, between, the Canara Bank, a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970 having its Head office at 112, J.C. Road, Bangalore 560 002, with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri _____, (Designation of the officer) representing _____, of the BUYER, of the FIRST PART

AND

M/s. _____ represented by Shri _____ Chief Executive Officer/Authorised Signatory (hereinafter called the "BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

1.2. WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) /engage the services and the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.3. WHEREAS the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its Annexureion/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHEREAS the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Stores/Equipment/Items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.



2. NOW, THEREFORE, the BUYER and the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement 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 Contract to be entered into with a view to:-

2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials 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

2.2. Enabling BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed 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

The BUYER commits itself to the following:-

3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take 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/VENDOR/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization 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.

3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/VENDORS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/VENDORS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDERS.

3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any



substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER to the BUYER with the 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.

4. COMMITMENTS OF BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER 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:-

4.1. The BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER 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, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.2. The BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER 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 for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

4.3. The BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and 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/VENDOR/CONTRACTOR/SERVICE PROVIDER, 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.

4.4. The BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment 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.

4.5. The BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER 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.

4.6. The BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.

4.7. The BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose 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 proposal and business details, including information contained in any electronic data carrier. The BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1 The BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER 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 Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER



can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

6. EARNEST MONEY (SECURITY DEPOSIT)

6.1. Every BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.

6.2. The Earnest Money/Security Deposit shall be *valid for a period till* the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.

6.3. In the case of successful BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER, 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.

6.4. No interest shall be payable by the BUYER to the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the provisions herein contained by the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER 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 or giving any compensation to the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER.



- (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Price Institution) while in case of a BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/VENDOR /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER .
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER, 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 /VENDOR/CONTRACTOR/SERVICE PROVIDER and the BIDDER/VENDOR /CONTRACTOR/SERVICE PROVIDER 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/VENDOR/CONTRACTOR/SERVICE PROVIDER.
- (vii) To debar the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER 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/VENDOR/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.
- (x) Forfeiture of The 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.
- (xi) The BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER 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, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER. The BIDDER/VENDOR/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the



BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER.

7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER or anyone 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.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/VENDOR/ CONTRACTOR shall be final and conclusive on then BIDDER/VENDOR /CONTRACTOR. However, the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, 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/VENDOR/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT EXTERNAL MONITORS

9.1. The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines issued by Central Vigilance Commission.

9.2. 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.

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

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out of tendering process jointly



examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.

9.5. As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.

9.6. The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER. The BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors() with confidentiality.

9.7. The BUYER will provide to the Monitors 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 may offer to the Monitors the option to participate in such meetings.

9.8. The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER and submit proposals for correcting problematic situations.

10. 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/VENDOR/CONTRACTOR/SERVICE PROVIDER and the BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Bangalore.

12. 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 any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/VENDOR/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at on

BUYER

BIDDER

Name of the Officer

Chief Executive Officer/Authorised Signatory

Designation

Name of Wing

Canara Bank

Witness

Witness

1)

1)

2)

2)



Format 4.6 for Price Bid

Price Bid

SI No	Particulars	Tariff (Rs. Unit/Kwh)
1	Basic Rate per unit (KWh)	
2	Other Statutory Charges/ taxes per unit (KWh) ----- ----- ----- ----- ----- (** Please provide the split up details of all the applicable statutory charges/ taxes)	
3	Total Tariff (KWh) (=1+2)	

The basic rate quoted/ negotiated shall remain constant throughout the period of contract and other statutory charges/ other taxes shall be as prevailing from time to time.

- The basic rate includes scheduling and operational charges, losses and other charges (other than statutory) pertain to VENDOR for bring the power up to Delivery Points.
- The other statutory charges/ taxes includes all statutory/ regulatory charges and losses, taxes and electricity duties and charges including CSS (Cross Subsidy Surcharge), RAC (Regulatory Asset Charges), additional surcharge, any other applicable charges, and transmission and wheeling charges. Item wise split up of all statutory charges/ taxes shall be given under item 2 of price bid Format 4.9.

**** If any duty/ taxes/ charges applicable to the VENDOR but paid by the Bank, will be deducted from the dues payable to the VENDOR. Proof of payment of statutory charges/ taxes should be provided to the bank whenever called for.**



Checklist for Enclosures

(Bidder should fill up YES or NO without fail)

	Bid Enclosures	YES or NO
1.	Whether the Tender is submitted in Two covers Technical Bid and Price Bid?	
2.	Whether Two covers along with EMD cover in Technical Bid is put into an outer cover?	
3.	Whether Technical Bid (Envelope- A) contains the following	
3.1	RFP document shall be signed by the authority, stamped and submitted	
3.2	Bidder's undertaking covering letter in the Letter Head shall be signed by the authority, stamped and submitted as per Format 4.1	
3.3	Signed and stamped Letter of Authorization for signing the Tender document shall be submitted as per Format 4.2	
3.	Bidder Profile as per Format 4.3	
3.4	Earnest Money Deposit (EMD) amount as specified in the Tender shall be submitted	
3.4a	In case of claiming exemption from EMD, valid document/ certificate for exemption of EMD from NSIC/Similar Government authorities shall be submitted	
3.5	Bank Guarantee for Security Deposit as per format 4.6	
3.6	Draft of Power purchase Agreement as per format 4.7	
3.7	Integrity Pact in non Judicial Stamp paper of requisite value as per format 4.8	
3.8	Price Bid as per format 4.9 in Separate Envelope	
3.9	All supporting documents for proving the Eligibility Criteria shall be signed by the authority and stamped in all pages	
3.10	Supporting documents to meet the Eligibility Criteria	