

**Addendum-2, dated 10 Feb 2018. This addendum shall be the part of the RFP, Draft PPA, ISA and LSA.**

Sl. No.	Existing Clause no.	Existing clause	Amended clause (Read as)												
1.	RFP Clause 1.3.1	The Successful Bidders shall be required to sign PPAs with the ESCOMs of Karnataka which shall form the part of the Project Agreements, based on the allocation of Projects to various ESCOMs.	A new para is added to this existing clause:  <b><u>GoK will allocate projects to ESOMS based on consumption and tariff received through bids</u></b>												
2.	RFP BID INFORMATION SHEET - Bid Security applicable for the Bidder	Amount: <b>10,00,000 INR</b> (Indian Rupees Ten Lakh only) per MWAC <b>per Project</b> Expiry period: One Hundred and fifty (150) days from the date original Due date for online submission of “Techno-Commercial Bid” and “Price Bid” as per NIT Claim period: Thirty (30) days from the end date of Expiry period To be submitted by the Bidder in the form of Bank Guarantee along with the response to RFP in favour of <b>“Managing Director, Karnataka Renewable Energy Development Limited”</b> .	Amount: <b>10,00,000 INR</b> (Indian Rupees Ten Lakh only) per MWAC Expiry period: One Hundred and fifty (150) days from the date original Due date for online submission of “Techno-Commercial Bid” and “Price Bid” as per NIT Claim period: Thirty (30) days from the end date of Expiry period To be submitted by the Bidder in the form of Bank Guarantee along with the response to RFP in favour of <b>“Managing Director, Karnataka Renewable Energy Development Limited”</b> .												
3.	RFP Clause 1.3.3	<b>1.3.3. Delay in Commissioning</b> As per PPA, Failure to achieve the Project COD on or before the Scheduled COD by the Bidder shall attract encashment and invocation of Performance Security followed by imposition of Delay Liquidated Damages, as mentioned below. <b><u>First, the ESCOM shall encash and invoke the Performance Security in the following manner:</u></b> <table border="1"> <tr> <td>Delay up to one (1) Month</td> <td>Twenty percent (20%) of the Performance Security</td> </tr> <tr> <td>Delay of more than one (1) Month and up to two (2) Months</td> <td>Forty percent (40%) of the Performance Security</td> </tr> <tr> <td>Delay of more than two (2) Months and up to</td> <td>Forty percent (40%) of the Performance Security</td> </tr> </table>	Delay up to one (1) Month	Twenty percent (20%) of the Performance Security	Delay of more than one (1) Month and up to two (2) Months	Forty percent (40%) of the Performance Security	Delay of more than two (2) Months and up to	Forty percent (40%) of the Performance Security	<b>1.3.3. Delay in Commissioning</b> As per PPA, Failure to achieve the Project COD on or before the Scheduled COD by the Bidder shall attract encashment and invocation of Performance Security followed by imposition of Delay Liquidated Damages, as mentioned below. <table border="1"> <tr> <td>Delay up to one (1) Month</td> <td>Twenty percent (20%) of the Performance Security</td> </tr> <tr> <td>Delay of more than one (1) Month and up to two (2) Months</td> <td>Forty percent (40%) of the Performance Security</td> </tr> <tr> <td>Delay of more than two (2) Months and up to three (3) Months</td> <td>Forty percent (40%) of the Performance Security</td> </tr> </table> <b><u>For avoidance of doubt, in the event of failure to pay the</u></b>	Delay up to one (1) Month	Twenty percent (20%) of the Performance Security	Delay of more than one (1) Month and up to two (2) Months	Forty percent (40%) of the Performance Security	Delay of more than two (2) Months and up to three (3) Months	Forty percent (40%) of the Performance Security
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Sl. No.	Existing Clause no.	Existing clause	Amended clause (Read as)
		<p>three (3) Months</p> <p>In case the achievement of Project COD is delayed beyond three (3) Months from the date of Scheduled COD; the Developer shall pay to ESCOM the Delay Liquidated Damages (LD) for a sum calculated at the rate of 50,000 INR (Indian Rupees Fifty Thousand only) per MW<sub>AC</sub> per day of delay and the same shall be payable on a weekly basis to the ESCOMs. The maximum time period allowed for achieving the Project COD with encashment of Performance Security and payment of Liquidated Damages shall be limited to twelve (12) Months from the date of <b>issuance of</b> LOA by KREDL to the Successful Bidders; in case of further delay in achieving the COD beyond twelve (12) Months period would amount to termination of PPA.</p> <p>As per the other Project Agreements, the relevant provisions pertaining to Performance Bank Guarantee shall apply.</p>	<p><b><u>above mentioned damages by the Solar Power Developer, the Solar Power Developer entitles the ESCOM to encash the Performance Security.</u></b></p> <p>In case the achievement of Project COD is delayed beyond three (3) Months from the date of Scheduled COD; the Developer shall pay to ESCOM the Delay Liquidated Damages (LD) for a sum calculated at the rate of 50,000 INR (Indian Rupees Fifty Thousand only) per MW<sub>AC</sub> per day of delay and the same shall be payable <b><u>in advance on a week to week basis for the period of delay to the ESCOMs.</u></b> The maximum time period allowed for achieving the Project COD with encashment of Performance Security and payment of Liquidated Damages shall be limited to twelve (12) Months from the date of LOA by KREDL to the Successful Bidders; in case of further delay in achieving the <b><u>Project</u></b> COD beyond twelve (12) Months period would amount to termination of PPA.</p> <p>As per the other Project Agreements, the relevant provisions pertaining to Performance Bank Guarantee shall apply.</p>
4.	RFP Clause 1.8	The charges payable to KSPDCL by the Solar Power Developers are as follows [Including the table provided in the RFP]	The charges payable to KSPDCL by the Solar Power Developers are as follows: <b><u>Kindly refer Annexure-1 of this Addendum-2.</u></b>
5.	RFP Clause 7.1	The Bidder shall furnish as part of its Techno-Commercial Bid, a Bid Security (“Bid Security”). The Bid Security shall be for an amount of 10,00,000 INR (Indian Rupee Ten Lakhs only) per MW <sub>AC</sub> <b>per Project for a Bidder</b> . Separate Bid Security shall be submitted for separate Project(s).	The Bidder shall furnish as part of its Techno-Commercial Bid, a Bid Security (“Bid Security”). The Bid Security shall be for an amount of 10,00,000 INR (Indian Rupee Ten Lakhs only) per MW <sub>AC</sub> . Separate Bid Security shall be submitted for separate Project(s).
6.	RFP Clause 20.1	From the above ranking, the Eligible Bidders shall be selected for further participation in the E-Reverse Auction process for capacity up to first 3,000 MW <sub>AC</sub> .	From the above ranking, the Eligible Bidders shall be selected for further participation in the E-Reverse Auction process for capacity up to first <b><u>3,600 MW<sub>AC</sub></u></b> .
7.	RFP Clause 20.4	Bid price: The Bidders need to reduce their Quoted Tariff	Bid price: The Bidders need to reduce their Quoted Tariff

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		in terms of pre-defined decrement numbers which shall be notified to the Bidders prior to two (2) hours of beginning of E-Reverse Auction process.	in terms of pre-defined decrement numbers which shall be notified to the Bidders prior to two (2) hours of beginning of E-Reverse Auction process. <b><u>It is pertinent to mention that the minimum decrement value for reducing the Quoted Tariff shall be 0.01 INR per kWh during E-Reverse Auction process.</u></b>
8.	RFP Point no. 7 of APPENDIX-I	-	A new para is added to the existing clause: <b><u>We confirm that there is “no [strike-out if not applicable]” ongoing litigation or litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement, as on seven (7) days prior to the online submission of the Techno-Commercial Bid. [Note: In case the Bidder or any of its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is having ongoing litigation or litigation pending, then the Bidders shall declare the same in APPENDIX-I, as per Annexure-2 of this Addendum-2]</u></b>
9.	RFP Appendix-II	APPENDIX-II FORMAT OF BID SECURITY	APPENDIX-II FORMAT OF BID SECURITY as presented in the RFP stands deleted and amended format is attached as Annexure-3 to this Addendum-2. <b>Note: Separate Bid Security shall be submitted for each Project i.e. One BG for One Block of 50 MW<sub>AC</sub>.</b>  <b><u>For amended format, kindly refer Annexure-3 of this Addendum-2.</u></b>
10.	Draft PPA Article 4.2 c)	made adequate arrangements to connect the Power Project switchyard with the Interconnection Facilities at the Delivery Point of the Pavagada Solar Park;	<b><u>This clause stands deleted.</u></b>

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11.	Draft PPA Article 4.2 d)	obtained power evacuation approval from Karnataka Power Transmission Company Limited ("KPTCL")/ ESCOM/ KSPDCL, as the case may be;	<b><u>This clause stands deleted.</u></b>
12.	Draft PPA Article 4.2 e)	produced as per the requirements set out in Schedule 1 <sup>3</sup> , the documentary evidence of having the possession of the land required for the Project in the name of Solar Power Developer; <sup>3</sup> Signing of Land Sub-lease Agreement with KSPDCL.	<b><u>This clause stands deleted.</u></b>
13.	Draft PPA Clause 15.1.1	"Change in Law" means the occurrence of any of the following events after the <b>Effective Date</b> resulting into any additional recurring/ non-recurring expenditure by the Solar Power Developer or any income to the Solar Power Developer:	"Change in Law" means the occurrence of any of the following events after the <b>submission of online Techno-Commercial Bid</b> resulting into any additional recurring/ non-recurring expenditure by the Solar Power Developer or any income to the Solar Power Developer:
14.	Draft PPA Clause 15.1.1 e.	any change in taxes and duties or introduction of any taxes and duties made applicable for supply of power by the Developer as per the terms of this Agreement.	any change in taxes and duties or introduction of any taxes and duties made applicable <b>for setting up of the Project</b> for supply of power by the Developer as per the terms of this Agreement.
15.	ISA Clause 8.2	The SPD shall obtain and renew, if necessary, at its own costs, all necessary permissions, approvals, licenses and permits for the Solar Power Project including but not limited to obtaining Drawing & safety Approval from Chief Electrical Inspector, GoK, .....	The SPD shall obtain and renew, if necessary, at its own costs, all necessary permissions, approvals, licenses and permits for the Solar Power Project including but not limited to obtaining Drawing & safety Approval from Chief Electrical Inspector, <b>Power &amp; Telecommunication Co-ordination Committee (PTCC)</b> , GoK, .....

**Annexure-1 of Addendum-2 Dated 10 February 2018**

**Charges Payable to KSPDCL by Solar Power Developers selected by KREDL (1200MW)**

<b>S.No.</b>	<b>Description</b>	<b>Charges</b>
1.	Upfront charges/One time Solar Power Park Development Expenses	Rs. 29.025 Lakhs/MW before signing of ISA
2.	Annual O&M Charges Escalated at 5% every year	Rs. 2.65 Lakhs/MW within 30 days from COD
3.	Annual Land Lease Rent per MW (with 5% escalation once in every 2 years)	Rs.1,63,075 (One Lakh Sixty Three Thousand and Seventy Five only) (5 Acres per MW will be allotted to SPD) Before signing of LSLA.  The SPDs shall have to reimburse KSPDCL, the annual lease rent for the years 2015-16, 2016-17 and 2017-18 (i.e. upto date of Land Sub Lease Agreement) along with interest at SBI PLR.
4.	Local area development fund	1% of the total investment made for setting up solar power project in the solar park. Assumption: Rs.5 Lakh/MW in 5 equal installments @ Rs.1 Lakh/MW/year after COD for 5 years, assuming the Project Cost as Rs. 5 Cr per MW in accordance with MNRE Guidelines
5.	Non-refundable facilitation fee	Rs. 1,00,000 per MW as per GoK Solar Policy 2014-21 Before signing of ISA
6.	Compensation towards yielding borewells, drip, trees etc.:	Rs. 1 lakh / MW (provisional till Nov 2017) before signing of ISA. On actual basis in proportion to allocated capacity upon intimation by KSPDCL shall have to be paid by SPDs

**Note:** The above charges are exclusive of GST and other taxes. GST and any other applicable taxes, duties, cess, and other Government levies payable by SPPD are to be reimbursed by SPD as per the prevailing norms from time to time.

**Charges payable by SPDs to KSPDCL for each block of 50MW**

<b>Block nos allotted to KREDL (Each of 50MW block)</b>	<b>capacity of the Block in MW</b>	<b>One time upfront charges in Rs. Lakhs per block ( @ Rs. 29.025 lakhs/MW) before signing of ISA</b>	<b>Local Area Development fund in Rs. Lakhs @ Rs. 5 lakhs/MW in 5 equal installments after COD</b>	<b>Non refundable facilitation fee in Rs. Lakhs @ Rs. 1 lakh/MW before signing of ISA</b>	<b>Compensation in Rs. Lakhs towards yielding borewells drip, trees etc before signing of ISA</b>
1	50	1451.25	250	50	50
2	50	1451.25	250	50	50
3	50	1451.25	250	50	50
4	50	1451.25	250	50	50
5	50	1451.25	250	50	50
6	50	1451.25	250	50	50
7	50	1451.25	250	50	50
8	50	1451.25	250	50	50
9	50	1451.25	250	50	50
10	50	1451.25	250	50	50
11	50	1451.25	250	50	50
12	50	1451.25	250	50	50
13	50	1451.25	250	50	50
14	50	1451.25	250	50	50
15	50	1451.25	250	50	50
40A	50	1451.25	250	50	50
17	50	1451.25	250	50	50
18	50	1451.25	250	50	50
19	50	1451.25	250	50	50
20	50	1451.25	250	50	50
21	50	1451.25	250	50	50
22	50	1451.25	250	50	50
39	50	1451.25	250	50	50
40	50	1451.25	250	50	50

NOTE: 1. Above charges are exclusive of GST and other applicable taxes. GST and other applicable taxes from time to time shall be payable by SPDs in addition to above charges.

2. Indicated compensation is provisional and is subject to variation till commissioning of entire capacity of 2000MW in Pavagada solar park.

**ANNUAL LAND LEASE RENT AND O&M CHARGES PAYABLE BY SPDS FOR EACH BLOCK OF 50MW TO KSPDCL**

<b>Financial Year</b>	<b>Annual O&amp;M charges in INR per 50MW block (@ Rs. 2.65 lakhs/MW) escalated @ 5% every year payable after COD within 30 days (exclusive of GST)</b>
2015-16	0
2016-17	0
2017-18	0
2018-19	13250000 (on pro-rata basis)
2019-20	13912500
2020-21	14608125
2021-22	15338531
2022-23	16105458
2023-24	16910731
2024-25	17756267
2025-26	18644081
2026-27	19576285
2027-28	20555099
2028-29	21582854
2029-30	22661996
2030-31	23795096
2031-32	24984851
2032-33	26234094
2033-34	27545798
2034-35	28923088
2035-36	30369243

<b>Financial Year</b>	<b>Annual O&amp;M charges in INR per 50MW block (@ Rs. 2.65 lakhs/MW) escalated @ 5% every year payable after COD within 30 days (exclusive of GST)</b>
2036-37	31887705
2037-38	33482090
2038-39	35156195
2039-40	36914004
2040-41	38759705
2041-42	40697690
2042-43	42732574



**Annexure-2 (If applicable) of Addendum-2 Dated 10 February 2018**

We confirm that there is ongoing litigation or litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Parent, Ultimate Parent, Affiliate, Associate and Group Business Entity is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

<b>Litigation description and reference to the case no.</b>	<b>Value of litigation</b>	<b>Date on which ligation started</b>	<b>Present status</b>

Note:

1. In case the above information is applicable, then the Bidder shall annex it to the APPENDIX-I during submission of Techno-Commercial Bid submission.
2. KREDL reserves the right to request for providing any additional information to understand the materiality and severity of the ongoing litigation or litigation pending. Based on the materiality and severity of the ongoing litigation or litigation pending, KREDL reserves the right to wither accept or reject the Bid submitted by the Bidder.
3. In case a Bidder has not declared the above information (in case it is applicable) and at a later date KREDL gets to know about such ongoing litigation or litigation pending existing as on seven (7) days prior to the online submission of Techno-Commercial Bid, in such a case all the Bids submitted, LOA (if issued), Project Agreements (If executed) by the Bidder shall be rejected and the Bid Security (as applicable or Performance Bank Guarantee (as applicable) shall be forfeited. Considering the severity or materiality of the ongoing litigation or litigation pending, the Bidder may get blacklisted for participating in future tenders.

**Annexure-3 of Addendum-2 Dated 10 February 2018**

**APPENDIX-II FORMAT OF BID SECURITY**

*(To be executed on stamp paper of appropriate value and notarized)*

**B.G. No. [ ] Dated:**

1. In consideration of you, Karnataka Renewable Energy Development Limited, having its registered office at #39, "Shanthigruha" Bharath Scouts & Guides Building, Palace Road, Bangalore-560001 (referred to as **KREDL**, which expression will unless it is repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [**insert name of Bidder/Lead Member of the Consortium**] with its registered office at [**insert address**] (referred to as the **Bidder**, which expression will unless it be repugnant to the subject or context thereof include its successors and assigns), for the development of Grid-Connected Ground Mounted Solar Photovoltaic Project to be implemented in Pavagada Solar Park in the state of Karnataka on "Build-Own-Operate" basis under open category only for the procurement of solar power by the ESCOMs of Karnataka for a period of 25 years from **one (1)** Project of 50 MW<sub>AC</sub> capacity in Pavagada Solar Park (referred to as the **Project**) pursuant to the RFP, the Project Agreements and other Bidding Document, we [**insert Name of the Scheduled Bank**] having our registered office at [ ] and one of its branches at [.....] (referred to as the **Bank**), at the request of the Bidder, do hereby in terms of Clause 7 of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Document (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to KREDL an amount of INR [.....] [**insert amount equivalent to 10,00,000 INR (Indian Rupees Ten Lakhs only) per MW<sub>AC</sub> in figures and words**] (referred to as the **Guarantee**) as our primary obligation without any proof or conditions, and without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Document.
2. Any such written demand made by KREDL stating that the Bidder has failed to fulfil and comply with the terms and conditions contained in the Bidding Document will be final, conclusive and binding on the Bank. The Bank shall not require KREDL to justify the invocation of this Guarantee, nor shall the Bank have any recourse against KREDL in respect of any payment made hereunder.
3. We, the Bank, do hereby unconditionally undertake to, immediately and forthwith, pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other Person and irrespective of whether the claim of KREDL is disputed by the Bidder or not, merely on the first demand from KREDL stating that the amount claimed is due to KREDL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Document, including but not limited to the following events:
  - a) **deleted;**
  - b) if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 28 of the RFP;
  - c) **deleted;**
  - d) if, after the Proposal Due Date, a Bidder withdraws its Bid during the Bid validity period, as extended from time to time; and

- e) if a Bidder is selected as the Successful Bidder and it fails within the specified time as per Clause 22 of the RFP.
- f) fulfil any other condition precedent to the execution of the Project Agreements;

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

- 4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the original Bid Due Date ("Expiry Period") and a claim period of thirty (30) days or for such end date of the Expiry Period ("Claim Period") or extended period as may be mutually agreed between KREDL and the Bidder, and agreed to by the Bank, and will continue to be enforceable till all amounts under this Guarantee have been paid.
- 5. We, the Bank, further agree that KREDL will be the sole judge to decide as to whether the Bidder has failed to fulfil or comply with the terms and conditions contained in the Bidding Document including, those events listed above. The decision of KREDL that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between KREDL and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
- 6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other Person.
- 7. In order to give full effect to this Guarantee, KREDL will be entitled to treat the Bank as the principal debtor.
- 8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bidding Document or the Bid submitted by the Bidder.
- 9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or KREDL):
  - a) any time or waiver granted to, or composition with, the Bidder or any other Person;
  - b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
  - c) any variation of the Bidding Document, so that references to the Bidding Document in this Guarantee shall include each such variation;
  - d) any unenforceability, illegality or invalidity of any obligation of the Bidder or KREDL under the Bidding Document or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
  - e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than the performance of any of the obligations of the Bidder under the Bidding Document).

10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
11. We undertake to make the payment on receipt of your notice of claim on us addressed to [insert name of Bank along with branch address] and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.
12. It shall not be necessary for KREDL to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which KREDL may have obtained from the Bidder or any other Person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealized.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of KREDL in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR [in figures and words]. The Guarantee will remain in force until..... (Indicate date falling 180 (one hundred and eighty) days after the original Bid Due Date). The Bank will be liable to pay the amount or any part of the Guarantee only if KREDL serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before (indicate date falling thirty (30) days after the Expiry Period).
16. This Guarantee shall be interpreted in accordance with the laws of India and the courts at Bengaluru shall have exclusive jurisdiction.
17. This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Bank.
18. Capitalized terms used but not defined herein shall have the meanings given to them in the request for RFP No. [●] dated [●] issued by KREDL.

Signed and Delivered by.....Bank

By the hand of Mr./ Ms.....its..... and authorised official.

(Signature of the authorised signatory of the Bank)

**(Official Seal)**