



**RAJASTHAN STATE MINES & MINERALS LIMITED**

**(A Government of Rajasthan Enterprise)**

e- TENDER DOCUMENT

For

**Comprehensive Operation & Maintenance of Wind Power Projects In Rajasthan**

e-Tender No.RSMM /CO / PROJ / Wind Power /15-16 /463 Dated 20.11.2015

*Issued by*

**Advisor & Head (Projects)**

**Corporate Office**

**4, Meera Marg, Udaipur – 313004, Rajasthan**

**Cost of Tender Document: Rs 4580/- (inclusive of VAT@14.5 %)**

**Processing fee : Rs. 1000/-**

<b>Period of Downloading of Tender</b>	From 24.11.2015 to 13.01.2016 up to 1:00 pm
<b>Pre bid meeting</b>	On 29.12.2015 at 11.0 AM at CO, Udaipur
<b>Last Date of Online Submission of Tender</b>	13.01.2016 up to 3:00 PM
<b>Date of Opening of Techno-commercial Part (Part I)</b>	14.01.2016 at 3:30 PM

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**RAJASTHAN STATE MINES & MINERALS LIMITED**  
(A Government of Rajasthan Enterprise)  
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**DETAILED e-NOTICE INVITING TENDER**

Online tenders in two parts (Part – I: Techno commercial offer and Part – II: Price offer) are invited from reputed contractors having experience in operation and maintenance work of wind power projects in electronic form through <https://eproc.rajasthan.gov.in> for following works.

Brief Description of work	O&M -Period	Earnest Money (Rs.)
Comprehensive Operation & Maintenance (O&M) of the wind power projects: Option (A) – 31.5 MW at village Mokla Distt. Jaisalmer in state of Rajasthan. ( Phase VIII) And /Or Option (B) - 15.0 MW at village 'Satta, Hansuwa & Gorera' Distt. Jaisalmer in state of Rajasthan. ( Phase VI) And/Or Option (C) – 7.5 MW at village Pithla & Gorera Distt. Jaisalmer in state of Rajasthan. ( Phase VIA) or Option (D) - All above wind power projects.	From start of work to 31.03.2030.  From start of work to 30.09.2027.  From start of work to 31.03.2028.	64.0 Lac.  25.0 Lac.  13.0 Lac.  102.0 Lac
Cost of tender document Rs. 4580/- is inclusive of VAT, payable by cash/D.D. in favour of “RSMM Ltd, Udaipur”		
Processing Fee	Rs. 1000/- payable by DD only in favour of MD RISL, payable at Jaipur	
<b>Download from our websites:</b>	<a href="http://www.rsmm.com">http://www.rsmm.com</a>	<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
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<b>Date of Opening of Techno-commercial Part (Part I)</b>	14.01.2016 at 3:30 PM	

**Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender document. Tender fees & processing fees will not be refunded in any case.**

The Bidder should go through the website <http://eproc.rajasthan.gov.in> and the link "help for contractors", "information about DSC", "FAQs" and "bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading.

The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of tender document, e-Tendering processing fee & EMD. The same shall reach to the office of undersigned on or before the time specified for online submission of tender.

All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder. The decision of the company will be final and binding in this regard.

The price bid of only those bidders shall be opened who qualify in technical bid as per criteria laid in tender & only qualified bidders will be informed about price bid opening.

**Bidder shall be pre qualified on the basis of criteria mentioned below:**

1. The Bidder should have minimum turn over of Rs. 25 crores in any one of the immediate three preceding financial years 2012-13, 2013-14 and 2014-15 in its own name.
2. The Bidder should submit duly attested copies from Notary public of audited balance sheets and Profit & Loss account and a certificate from chartered accountant in support of Turn over along with offer.
3. The bidder should have experience of at least five years in operation & Maintenance of wind power plant of minimum 8 MW capacity in India. The required experience should be in MW series WTG, s i.e. minimum 1 MW & above. Details to be furnished in form- D. RSMML may confirm from wind farm owners regarding satisfactory performance of O&M works.
4. The tenderer shall be pre-qualified on the basis of documents furnished / uploaded along with Techno commercial bid in support of above criteria. The decision of the Owner will be final and binding in this regard. Only such pre-qualified Tenderers will be informed about the opening of the price bid.
5. Turnover has to be in the name of bidder only & turnover of individual / partners / Directors shall not be considered. It is to be noted that, in case of Owner, turnover of the Owner shall only be considered.
6. Joint ventures/consortium/partnership is allowed to participate in this tender subject to the joint/several responsibility, in such case the turnover of partners /members shall be considered. However experience of lead bidder only shall be considered for pre qualifying.
7. The Tenderer who have earlier been suspended or banned or whose contracts have been terminated by the RSMML shall not be eligible to participate in this tender during the currency of the suspension or banned period.

RSMML proposes to hold a pre-bid meeting to clarify doubts and furnish replies to the questions/ observations raised by the bidders on this tender document. The pre-bid meeting will be held at the office of Advisor & Head (Projects) at 4, Meera Marg, Udaipur – 313 004 as indicated in NIT. Bidders are advised to send their queries/clarifications so as to reach him at least seven (7) days before the scheduled date of the pre bid meeting.

The tenderer who has earlier been awarded contract by the company for any job & which they have abandoned or not accepted the work order awarded in their favour or contract has been suspended/terminated by the company for breach of conditions or banned shall not be eligible to participate in this tender during the currency of suspension/banned period.

Offers furnished through Post, E-mail, Fax Telegram etc. shall not be considered.

RSMML also reserves the right to reject/cancel any or all tenders without assigning any reason whatsoever.

Prospective bidders should keep visiting above websites till last date for updated information, if any.

**Advisor & Head (Projs),**  
Rajasthan State Mines & Minerals Limited  
Udaipur, Rajasthan

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## **PROFILE OF RSMML**

### **Preamble**

Rajasthan State Mines & Minerals Limited (RSMML) is one of the Premier Public Sector Enterprise of Government of Rajasthan, is the successor of the erstwhile M/s. Bikaner Gypsum Limited, a private sector company which had commenced the mining of Gypsum in erstwhile Bikaner State in 1947.

### **Today**

RSMML today comprises of four ( Strategic Business Unit & Profit Centre - SBU&PC) separate units and all working under the overall control of Corporate Office at Udaipur. Today it deals in four Principal Industrial Minerals, Rock Phosphate, Natural Gypsum, Limestone and Lignite.

### **The Board of Directors**

The Board of Directors of the company has Chairman and other members of the Board are senior officials of the state Government and two independent directors. The company is managed by a full time Managing Director, who is also a member of the Board of Directors

### **Activities**

The current activities of the Company are the following:-

#### **Phosphate**

- Mining and Marketing of Rock Phosphate Ore, Udaipur, Rajasthan;
- Mining and beneficiation of low grade Rock Phosphate ore to produce a high grade Phosphate concentrate at their Industrial Beneficiation Plant at Jhamarkotra, Udaipur.
- Manufacturing and selling direct application phosphatic fertilizer called “RAJPHOS”.

#### **Limestone & Gypsum**

- (i) Mining of Gypsum/Selenite in the desert areas of Bikaner, Churu, Sri Ganga Nagar, Hanuman Garh, Jaisalmer, Pali & Barmer districts of Rajasthan;
- (ii) Mining of low Silica Limestone in Jaisalmer district for use in the steel industries like TISCO, SAIL & JINDAL Steel.

#### **Lignite**

Mining of Lignite in Kasnau -Matasukh in district Nagaur and at Giral & Soneri in Barmer district of Rajasthan.

#### ***Desalination Project***

20 MLD brackish water desalination project at Kasnau – Matasukh Lignite Mines, district Nagaur on DBOOT basis.

#### **Windfarm**

The company is in the business of renewable energy generation from windfarms since 2001 and had installed 106.3 MW capacity in Rajasthan so far in phases. The power generated from windfarm is partially being used for captive purpose, while balance is being sold to the State electricity companies. Three projects of company are registered with UNFCC as CDM Projects.

#### **Solar Power**

The company has installed 5 MW solar power plant at SarahBhiyanimani , Gajner , Distt – Bikaner . This plant was commissioned in Dec 2014 and total power generated from the plant is sold to DISCOM.

#### **Environment Management**

Continuous efforts are made towards improving the environment. All effluents are continuously monitored and controlled.

#### **Quality Policy;**

RSMML is uncompromising on quality. It believes in long terms relations and works hand to hand with the customer to ensure that he gets the best service possible. The Company has adapted a quality policy to standardize its products as well as day to day functions.

## SECTION I

### **Definitions & Interpretations**

#### **Definition**

The following expressions used herein and elsewhere in this document shall have the meaning indicated against each unless repugnant to the subject or context or are changed with mutual consent.

The term the '**Company/RSMML/Owner**' means the Rajasthan State Mines & Minerals Limited having its Registered office at C-89-90, Janpath, Lal Kothi, Jaipur & Corporate Office at 4, Meera Marg, Udaipur 313004 (Rajasthan) and includes its successors and assigns.

The '**Managing Director**' shall mean the Managing Director of the RSMM Ltd, or his successor in office as designated by the Company.

The '**Group General Manager**' shall mean the Group General Manager of Project, RSMML or his successor in office.

The term '**Engineer-in-charge**' shall mean the person/executive nominated from time to time by the Company and also expressly authorized by the company for and on his behalf for operation of this contract.

The term '**Bid/Tender**' shall mean the tender/bid submitted by the Bidder/Tenderer for acceptance by the company.

The term '**The Contractor**' shall mean the person or persons firm or company whose tender has been accepted by the company, in association with his collaborator and includes the contractor and collaborator(s) legal representatives, his successors, executors, permitted assigns.

The term '**Contract Document**' shall mean collectively tender document, designs, drawings, specifications, agreed variations, if any, and other document constituting the tender and acceptance there of and shall be deemed to include any amendments, modifications to the contract document.

The term '**Specifications**' shall mean directions, various technical specifications, provisions and requirements attached to the contract, which pertains to the method and manner of performing the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by the company or by the Engineer-in-charge during the performance of the contract to provide for the unforeseen conditions or in the best interest of the work or works. It shall also include the latest edition including all addenda/corrigenda of relevant IEC/Indian Standard specifications/codes.

The term '**Work or Works**' shall mean the works to be executed in accordance with the contract and part thereof as the case may be and shall include all extra, additional, altered and substituted works as required for the purpose of contract.

#### **Day**

The 24 hour period beginning and ending at 12.00 midnight IST.

#### **Environmental Laws**

All applicable codes, laws, rules and regulations, relating to actual or potential effect of the activities on and at the project contemplated by this Agreement on the environment, the disposal of material, the discharge of chemicals, gases if any or other substances or materials into the environment, or the presence of such materials, chemicals, gases or other substances in or on the project.

#### **Power Plant**

The complete, fully functional and operational wind Power Plant generating station, including related facilities, subsystems, metering and controls necessary to enable the plant to deliver electric power to 33 KV voltage outgoing feeder/s up to inter connection point with the State Grid.

#### **Month**

A calendar month according to the Gregorian calendar beginning at 12.00 midnight on the last day of the preceding month and ending at 12.00 midnight on the last day of that month.

**MNRE** means Ministry of New & Renewable Energy, Govt. of India.

**"Prudent Utility Practice"** means accepted international/ Indian practice(s), standard(s), engineering and operation considerations, taking into account the conditions prevalent at Site including manufacturer's recommendations generally followed in the operation and maintenance of facilities similar to the Power plant.

Indian Electricity (Supply) Act means Indian Electricity Act 2003, Indian Electricity (Supply) Act 1948 & Indian Electric Rules 1956 & as amended from time to time.

Interconnection point means the physical point(s) at the terminal substation gantry (ies) where 33 KV or other higher voltage line/lines from the RVPN Grid are connected.

**RVPNL** - means Rajasthan Rajya Vidyut Prasaran Nigam Ltd.

**JDVVNL** - means Jodhpur Vidhyut Vitran Nigam Ltd

**JVVNL** – means Jaipur Vidhyut Vitran Nigam Ltd.

**AVVNL** – means Ajmer Vidhyut Vitran Nigam Ltd.

**RRECL** - means 'Rajasthan Renewable Energy Corporation Ltd

**RERC** - means 'Rajasthan Electricity Regulatory Commission'

**IREDA** - means 'Indian Renewable Energy Development Agency'.

The term **"Work completion certificate"** shall mean the certificate issued by the Engineer-in-charge appointed by the company, when the contractor has completed all his contractual obligations as per contract provision.

**LOA**-shall mean letter of acceptance of offer to be issued to successful bidder by RSMML.

**DLOA** –shall mean Detailed letter of acceptance of offer to be issued by RSMML,

**"Bidder/ Tenderer"**- mean the person, firm, or Owner/Corporation submitting a tender/bid against the Invitation for Tender/Bid and shall include his/its/their heirs, executors, administrators, legal representatives, successors etc.

Wherever any details/ documents of tenderer has been solicited, shall also include the same for collaborator.

**"Tender document"** shall mean tender document as issued by Company and includes its addendum(s)/ corrigendum(s), if any.

**Contract Period:** Up to 31.03.2030 for Phase VIII (31.5 MW) wind project, Up to 30.09.2027 for Phase VI (15 MW) wind project and up to 31.03.2028 for Phase VI A (7.5 MW) wind project from the start of work. Contractor shall start the work within 30-days of date of issue of LOA/DLOA.

**Power curve based Guaranteed Generation (PCGG) per year**

It shall mean the minimum number of units (Kwh) generated by the bidder to be fed to the grid from the wind power project (combined generation of all WEGs) recorded at L.V side of controller metering.

The power output from wind turbine at different speeds should match with the power curve of the turbine. It shall be computed on monthly basis from the actual wind data recorded at wind mast of RSMML located nearby. Only Grid availability factor shall be considered for corresponding less generation subject to production of Proof from Discom, while it would be the responsibility of the bidder to achieve at least 95% machine availability , which shall be considered for PCGG calculation along with 85% array efficiency.

**In this document unless otherwise stated:**

- (i) the headings and paragraph numbering are for convenience only and shall be ignored in construing the agreement;
- (ii) the singular includes the plural and vice versa;
- (iii) references to natural persons include bodies corporate and partnerships;
- (iv) references to any enactment, ordinance or regulation includes any amendment thereof or any replacement in whole or in part;
- (v) references to Articles, Clauses and Schedules are, unless the context otherwise requires, references to Articles of, Clauses of, and Schedules to, this document.



## SECTION II

### SITE /PROJECT DESCRIPTION

Rajasthan State Mines & Mineral Limited (RSMML) intends to award comprehensive Operation & Maintenance (O&M) of the wind power projects situated in State of Rajasthan.

The current document is the Tender Invitation document requesting a offer for comprehensive Operation & Maintenance (O&M) of the wind power projects situated in State of Rajasthan. The bidder has also to provide power curve based generation guarantee.

Any short fall in the revenue to RSMML due to less generation from the power curve based calculated guaranteed generation will be recovered from the Bidder's/Tenderer's performance bank guarantee and/or O&M charges.

After evaluation of the bids, LOA/DLOA will be issued to the successful bidder.

#### **1. Location**

The Project sites are located in Jaisalmer Distt. in state of Rajasthan.

#### **2. Project Description:**

Present installed capacity of RSMML wind power projects is 106.3 MW. These wind power projects were installed in nine phases. Out of these nine phases, RSMML intends to award comprehensive operation & maintenance of three phases, phase VIII (31.5 MW) up to 31.03.2030, phase VI (15.0 MW) up to 30.09.2027. Phase VI A (7.5 MW) up to 31.03.2028.

##### **(a) Phase-VIII:**

Phase VIII (31.5 MW) wind power project comprises of 15 wind electric generators; each of 2100 KW capacity located in village 'Mokla' Distt. Jaisalmer in Rajasthan. Project was commissioned on 31.03.2010 and successfully operating since then. Yearly plant load factor in past remained from 12.7 to 19.6. project is located on Govt. land for which lease/ sub lease was granted to RSMML.

Power from these machines after stepping up to 33 KV is fed via overhead lines into 220 KV state grid substation at Mokla, Distt. Jaisalmer. . All infrastructures, roads etc. are developed & maintained by M/s Suzlon Energy Limited on shared basis. Contractor may require to develop and/or maintain his own office, roads or any other facility/ infrastructure required for smooth working. Contractor is also required to tie up with pooling substation owner for feeding of power.

##### **(b) Phase VI:**

Phase VI (15 MW) wind power project comprises of 12 wind electric generators, each of 1250 KW capacity located in village 'Satta, Hansuwa & Gorera' Distt. Jaisalmer in Rajasthan. Project was commissioned on 29.09.2007 and successfully operating since then. Yearly plant load factor in past remained from 14.4 to 17.3 Project is located on Govt. land for which sub lease was granted to RSMML.

All 12 machines are located in between cluster of many other machines of other investors. Power from these machines after stepping up to 33 KV is fed via overhead lines into 220 KV pooling electric substation at MADA, Jaisalmer developed & maintenance by M/s Suzlon Energy Limited .Mada GSS is connected to 220 KV state GSS at Amarsagar, Jaisalmer. All infrastructures, roads etc. are developed & maintained by M/s Suzlon Energy Limited on shared basis. Contractor may require to develop and/or maintain his own office, roads or any other facility/ infrastructure required for smooth working. Contractor is also required to tie up with pooling substation owner for feeding of power.

##### **(c) Phase VI A:**

Phase VI A (7.5 MW) wind power project comprises of 6 wind electric generators, each of 1250 KW capacity located in village ' Pithla & Gorera' Distt. Jaisalmer in Rajasthan. Project was commissioned on 28.03.2008 and successfully operating since then. Yearly plant load factor in past remained from 11.1 to 15.8. Project is located on Govt. land for which sub lease was granted to RSMML.



All 6 machines are located in between cluster of many other machines of other investors. Power from these machines after stepping up to 33 KV is fed via overhead lines into 220 KV pooling electric substation at MADA, Jaisalmer developed & maintenance by M/s Suzlon Energy Limited .Mada GSS is connected to 220 KV state GSS at Amarsagar, Jaisalmer. All infrastructures, roads etc. are developed & maintained by M/s Suzlon Energy Limited on shared basis. Contractor may require to develop and/or maintain his own office, roads or any other facility/ infrastructure required for smooth working. Contractor is also required to tie up with pooling substation owner for feeding of power.

**(d) Technical Specifications of wind Electric Generators:**

	<b>Phase VIII</b>	<b>Phase VI</b>	<b>Phase VI A</b>
Machines	15 X 2100KW	12 X 1250 KW	06 X 1250 KW
Make:	Suzlon Energy Limited	Suzlon Energy Limited	Suzlon Energy Limited
Model	S 88	S 70	S 66
Towers	Tubular, 84 meter	Tubular, 74 meter	Tubular, 74 meter
Transformers	2500KVA,690 v/33 KV	1500 KVA,690 v/33 KV	1500 KVA,690 v/33 KV

**Site Conditions**

The Bidder shall satisfy himself of the site conditions, plants and machinery installed at wind farm. The bidder shall apprise himself of the procedure for engagement of labour, acquainted himself of Government taxes, laws, structure regulations, levies and other charges relating to work at site and shall collect any other information, which may be required before submitting the bid. Claims and objections due to ignorance of site condition will not be considered after submission of the bid.

The Bidder is required to carefully examine the Technical Specification of WTG's, terms and Conditions of Contract, and other details relating to Bid Document.

## **SECTION – III**

### **INSTRUCTIONS TO BIDDERS**

- 3.1** Tender is to be submitted online at <https://eproc.rajasthan.gov.in> in electronic form as prescribed in the tender document. Tender fees and processing fees will not be refunded in any case.
- 3.2** The Bidder should go through the website <https://eproc.rajasthan.gov.in> and the link "help for contractors", " information about DSC', FAQs' and bidders manual kit" to know the process for submitting the electronic bids at website. The complete bid document has been published on the website <https://eproc.rajasthan.gov.in> for the purpose of downloading. The uploaded bid document shall be considered valid for participation in the bid process subject to submission of required cost of bid document, e-Tendering processing fee and earnest money.
- 3.3** All communications/correspondences/documents including the bid document should be physically signed, stamped on each page before uploading and also signed digitally by the designated authorized representative of the bidder.
- 3.4** A scanned copy of EMD, e-Tendering processing fee and cost of tender document must be enclosed along with the Technical Bid proposal failing which the bid will be summarily rejected.
- 3.5** The DD towards the cost of tender document fees, Earnest Money deposit and processing fees along with original affidavits as per annexure-I & II of tender document should be kept in a sealed envelope addressed to Advisor & Head (Projects), RSMML, Corporate Office, Udaipur. This envelope should be marked with NIT number & work, name and address of contractor, telephone number etc is to be written on the top of each envelope for clarity. This envelope should be submitted in the office of the Advisor & Head (Projects), RSMML, Corporate Office, Udaipur on or before the on line submission date and time as mentioned in the Notice Inviting Tender. The Company shall not be responsible for any postal delay. In case of non-receipt of same prior to the time of opening of tender, the offer of the tenderer shall be rejected.
- 3.6** The tenderer in quoting his rate, shall for all purpose, whatsoever, be deemed to have himself independently obtained all relevant and necessary information for the purpose of preparing his tender. The correctness or completeness of the details, given in the tender documents is not guaranteed. The tenderer is required to satisfy him in all respect, before the submission of offer.
- 3.7** The tenderer shall be deemed to have examined the tender document, to have obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedule of rates and to have satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission in the Contract Document shall not vitiate the contract or release the Contractor from executing the work comprised in the contract at the scheduled rates. The tenderer is deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures, conditions of service of Company's staff/workmen doing similar and same type of work etc and as to what all works he has to complete in accordance with the contract documents irrespective of any defect, omissions or errors that may be found in the contract documents. The Contractor shall be deemed to have visited site and surroundings, to have satisfied himself to the working conditions at the site, nature and conditions of rock and soil, availability of water, electric power, labour etc, transportation facilities, probable sites for labour accommodation and store go-downs etc and all other factors involved in the execution of works
- 3.8** The Contractor shall be required to comply with provisions of Contract Labour (Regulation and Abolition) Rules 1971 and Contract Labour (Regulation and Abolition) Act, 1970 and amended thereof and of any other applicable Acts. The Contractor shall collect detailed information in this regard at his end.
- 3.9** The Contractor shall fully acquaint himself/ itself with the prevailing Industrial Environment for working in Rajasthan.

- 3.10 All the provisions of Rajasthan Transparency in Public Procurement Act & rules made there under and modification to be issued by the competent authority from time to time will automatically be ipso-facto applicable.

### **Tender Procedure**

- 3.11 e-Tender portal <https://eproc.rajasthan.gov.in> shall be used for all procedure related to the bidding.
- 3.12 The prospective Bidders should register themselves in the e-Tender Portal and submit the Bids electronically through the e-Tender portal.
- 3.13 The Bidders are requested to download the e-Tender help manual and user manuals from the Portal for reference.
- 3.14 It is mandatory for the Bidders to possess a valid Digital Signature Certificate to complete the e-Tender Bid process as per the provisions of Government of India IT Act.
- 3.15 The Technical Bid document and Price Bid form will be available in prescribed format for downloading. The registered Bidders can log into the e-Tender system and download the Bid Forms.
- 3.16 The Bid forms should be filled and submitted using the Digital Signature Certificates. The supporting documents as required in support of tender should be scanned and uploaded in the e-Tender system.
- 3.17 The Bid Form should not be changed or altered or tampered by the bidder. If the Bid form found tampered, the Bids will be summarily rejected.

### **Tender Document Fee**

- 3.18 The Tender Documents may be downloaded from the portals as mentioned in the Tender Schedule. The Tender document fee as mentioned in the NIT shall be paid by way of cash/DD in favour of RSMML payable at Udaipur.

### **3.19 e-tendering processing charges**

For each and every Bid submitted, a non-refundable Processing charge Rs. 1000/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "MD RISL" payable at JAIPUR. The payment by way of Demand Draft or Banker's Cheque should be deposited physically at office of Advisor & Head (projects), RSMML, Corporate office, 4, Meera Marg, Udaipur, Rajasthan-313001 on or before the date and time of submission of the Tender.

The payment particulars should be entered in the e-Tender Portal by the bidder while bidding.

If any of the information committed in the e-Tender Bid does not match with physically submitted payment, RSMML reserves the right to reject the bid summarily.

Even though the payment particulars are entered in the e-Tender portal, if the Bidder fails to submit the physical instrument prior to the scheduled date and time of submission of tender, their bid is liable for rejection.

### **ONE BID PER TENDERER**

- 3.20 Each bidder shall submit only one Tender, either individually or as a partnership firm or a Private/Public limited owner.

### **COST OF BIDDING**

- 3.21 The Tenderer shall bear all costs associated with the preparation and submission of his offer, and the company will in no case be responsible or liable for those costs, under any conditions.

## **GENERAL INSTRUCTIONS FOR FILLING THE TENDER**

- 3.22** All uploaded document shall be digitally signed by the tenderer or by a person holding power of attorney authorising him/her to sign on behalf of tenderer before submission of the tender.
- 3.23** Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled may be liable for rejection.
- 3.24** Canvassing in connection with tenders is strictly prohibited and tenders submitted by the tenderers, who resort to canvassing, will be liable for rejection.
- 3.25** Tenderers, in their own interest are advised to read the tender document completely and carefully, to avoid submission of incomplete bid. Tender in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable for rejection, at the sole discretion of the Company.
- 3.26** The Company takes no responsibility for delay, loss or non-receipt of documents sent through post/courier service. Offers through post/Telegraph/Fax/E-mail/Telex shall not be accepted.

## **CLARIFICATIONS OF CONTENTS OF TENDER DOCUMENT**

- 3.27** In case an intending tenderer require any clarification in connection with, or any point covered by the tender documents, or as to any matter or work to be done or not to be done by him in the event the contract for the work is awarded to him, he must submit a request for such clarification in writing so as to reach the Company before the date of Pre-bid meeting or as otherwise prescribed in S.C.C.(Special Conditions of Contract) Copies of any such clarifications furnished by the Company will be supplied to all other intending tenderer to whom tender documents have been issued by the Company and such clarifications will constitute addenda/corrigenda to, and be read as part of the tender document.
- 3.28** The Company will not be bound by any verbal/oral clarification or interpretation of the tender document or of any matter(s) connected with works to be executed in accordance with the tender documents, which may be made by any of its employee, representatives or agent.
- 3.29** Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the responsibility from completion of the works at the scheduled rate/s & time and in strict accordance with the contract document/s.

## **ADDENDA/CORRIGENDA**

- 3.30** Addenda/Corrigenda to this tender document may be issued to clarify documents or to reflect modification in the specifications or terms & conditions or scope of work or for any other reasons.
- 3.31** Addenda/corrigenda to these tender documents, if issued by the company, shall form an integral part of this tender document and must be signed and submitted/uploaded along with the bid.

## **CURRENCIES OF THE BID AND PAYMENT**

- 3.32** The unit rates and prices shall be quoted by the tenderer entirely in Indian Rupees.

## **SUBMISSION OF TENDERS**

- 3.33** The tenders shall be submitted online as prescribed above in the tender document. The “Techno – commercial Bid” should contain the following:
  - i) Complete tender document as issued by Company digitally signed by the tenderer/authorised representative of the tenderer.
  - ii) Duly filled form A & B.
  - iii) The bidder shall also indicate list of spares to be maintained at site for immediate replacement to reduce the down time of WEG’s.(Form-C)
  - iv) Details of Earnest Money Deposit.
  - v) Power of Attorney in favour of the authorised representative signing the tender, as required.

- vi) Attested Certificate of Incorporation/Memorandum & Article of Association /Partnership deed duly certified by the Company Secretary/gazetted officer as the case may be.
- vii) Collaboration agreement, if any.
- viii) Copy of PAN NO.
- ix) Copy of Service Tax Registration Number
- x) Attested copy of the Audited Balance Sheet and Profit & Loss account for the Financial Years prescribed in the tender conditions in support of the turnover.
- xi) Certificate from chartered accountant in support of Turnover.
- xii) Certified copy of documents in support of work experience like work orders, work completion certificates etc.(Form-D)
- xiii) Provident Fund Account Number of establishment and its effective date/ undertaking as per enclosed format.
- xiv) Information regarding skill & experience of supervisory staff and the site organisation, giving details of field management which the tenderer proposes to have for this work
- xv) The tenderer should not put any counter condition. Should it become unavoidable then such exception / deviation to tender conditions be given in a separate sheet, in Form-E,as provided in the tender document.
- xvi) Undertaking/Declaration/compliance as per annexure-I to VII of tender document.

**3.34** Tenderer must upload the documents duly attested by Gazetted Officer/Notary Public/Magistrate in support of above required details and any declaration given by the tenderer without requisite supportive documents will not be considered. It may be noted that the bid shall be examined on the basis of documents uploaded, as per above required details, furnished along with it. A tenderer shall be fully responsible for consequences including rejection of his tender or cancellation of the Contract if the required attested documents/attested copies of documents are not submitted/uploaded along with the techno-commercial bid or any information/document is found to be false/fabricated/misleading. The authorised signatory of the tenderer should put his signature along with its stamp on each page of the Techno-commercial bid and should also record the date.

### **3.35 PART-II Price Bid' (BOQ)**

- (a) The 'Price Bid' shall be submitted online through <https://eproc.rajasthan.gov.in> in the prescribed format. The tenderer is to quote the rate in the prescribed forms BOQ 1, 2 & 3.
- (b) The Price Bid Form will be in spreadsheet format. The original Price Bid Form should be downloaded, filled and signed using the DSC before uploading. The Price Bid Form should not be changed or altered or tampered. If the Bid form is tampered, the Bids will be summarily rejected. The Price Bid Form should not contain any conditional offers or variation clauses; otherwise the Bids will be summarily rejected. The Prices quoted shall be only in Indian Paisa only. The tender is liable for rejection if Price Bid contains conditional offers
- (c) While quoting the price under this part, the tenderer is deemed to have confirmed that the prices quoted are for the total scope of work as described in the tender document and required to be executed as per site requirement and for successful execution of contract in totality.
- (d) The contract rates shall be on 'firm price' basis during pendency of the contract and the Contractor shall not be eligible for any escalation.
- (e) The rates quoted will be inclusive of all taxes including service tax, duty and levies as applicable on this contract (up to the last date of submission of bids).

### **DEADLINE FOR SUBMISSION OF BIDS**

**3.36** The Company may extend the deadline for submission/uploading of Bids by issuing an amendment, in which case all rights and obligations of the Company and of the Tenderers, which were previously subjected to the original deadline, will then be subjected to the new deadline.

### **OPENING OF THE TENDER**

**3.37** The Techno-Commercial Bid of the offer will be opened as per NIT . If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day at the same time.

### **EXCEPTIONS AND DEVIATION**

- 3.38** Tenderers are advised to submit quotations based on the terms and conditions and specifications contained in the tender document and not to stipulate any deviations. Bids containing stipulations of deviation to the terms and conditions are liable to be ignored. In case it is absolutely unavoidable to deviate from tender conditions then the tenderers should mention the deviations at their risk of rejection only in Form-E. Deviations mentioned anywhere else in the bid shall be ignored without any consequences.
- 3.39** The Company reserves the right to summarily reject such conditional bids or evaluate such bids, after loading financial implications (i.e. by adding the cost of such deviations as determined by the company) due to these exception /deviation, at its sole discretion. If the bidder has taken the deviations of the nature for which financial loading is not possible/difficult then RSMML may reject the offer at its sole discretion.

### **EARNEST MONEY**

- 3.40** The tenderer shall pay Earnest Money of
- (a) Rs. 64.0Lac in case submitting their offer for option A (for 31.5 MW wind power project).**
  - (b) Rs. 25.0Lac in case submitting their offer for option B (for 15.0 MW wind power Project).**
  - (c) Rs. 13.0Lac in case submitting their offer for option C (for 7.5 MW wind power project).**
  - (d) Rs. 102.0Lac in case submitting their offer for option D (for all above wind power projects).**

in the form of crossed Demand Draft only in favour of RSMML , Udaipur and send the same in advance so that same is received in office of Advisor & Head(projects) before the date and time of submission of tender, failing which the bid is liable to be rejected. No interest shall be paid by the company on the earnest money so deposited by the tenderer. The earnest money of the tenders whose bid is not found to be acceptable on evaluation of their techno-commercial bids will be refunded at the earliest. The earnest money of the tenderer who are technically successful but not awarded the work shall be refunded after issuance of DLOA to successful tenderer and its acceptance by him. The earnest money deposited by the successful tenderer will be refunded after submission of security deposit, but shall stand forfeited if the tenderer fails to furnish security deposit and/or fails to initiate requisite action within a period of 30-days from the date of issue of LOA/DLOA.

- 3.41** The earnest money of a tenderer shall be forfeited in the following cases:-
- a) If the tenderer withdraws or modifies the offer after submission of the tender.
  - b) If the successful tenderer does not submit the prescribed Bank Guarantee/DD as security deposit within 30 days of the date of work order/LOA issued in favour of tenderer.
  - c) If the successful tenderer does not execute the agreement, in the prescribed form within 60-days of the date of work order/LOA issued in favour of tenderer.
  - d) If it is established that the tenderer has submitted any wrong information/ forged documents alongwith the tender or thereafter.
  - e) If the successful tenderer does not commence work as per the provision of DLOA / tender.

### **VALIDITY**

- 3.42** Tender submitted by tenderer shall remain valid for acceptance for a period of 120 days, from the date of opening of tender (Part I of the offer). An offer with a validity period of less than 120 days is liable to be rejected. The tenderer on its own shall not during the said period of 120 days or in agreed extended period cancel and/or withdraw his tender nor shall he make any variation therein. In case of tenderer revoking, cancelling, modifying and/or withdrawing his bid during the validity of bid, the earnest money deposited by him along with tender shall stand forfeited and tender will not be considered for further evaluation.



- 3.43** In exceptional circumstances, prior to expiry of the original time limit, the Company may request the tenderer to extend period of validity for a specified additional period. The request and the tenderer's responses shall be made in writing. A tenderer if agreeing to the request will not be required or permitted to modify his bid.

#### **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

- 3.44** Prior to the detailed evaluation of Bids, the Company will determine whether each Bid:

- i) has been properly signed;
- ii) is accompanied by the required securities; and
- iii) is substantially responsive to the requirements of the Bidding documents.

- 3.45** A substantially responsive Bid is one which confirms to all the terms, conditions of the Bidding documents without material deviation or reservations. A material deviation or reservation is one:

- i) which affects in any substantial way the scope, quality, or performance of the work; and/or
- ii) which limits in any substantial way the Company's right or the Bidder's obligation under the contract; and/or inconsistent with the Bidding documents.
- iii) whose rectification/acceptance would affect unfairly the competitive position of the other Bidders presenting substantially responsive Bids.

#### **OPENING OF THE TENDER**

- 3.46** The Techno-Commercial part of the offer will be opened in the office of the Advisor & Head (Projects), Corporate Office, 4 Meera Marg, RSMML, Udaipur - 313004, Rajasthan.

- 3.47** If the date fixed for opening of tenders happens to be a holiday for any reason, the tenders will be opened on the next working day on same time.

#### **EVALUATION OF TECHNO-COMMERCIAL BID**

- 3.48** The techno-commercial bids of substantially responsive tenderer's will be evaluated from all aspects. The RSMML reserves the right to assess the capability and competency of the tenderer based upon the information provided by the tenderer in the techno-commercial bid and the information that may otherwise be available to and/or gathered by the RSMML. The decision of the RSMML as to which tenderer is capable & competent to carry out the work shall be final. The tenderer should, therefore, see that he has required level of technical, financial & managerial competence & experience before submitting the tender.

- 3.49** The tenderer shall be prepared to furnish clarification/information and attend meetings/discussions as required by the company from time to time.

#### **CORRECTION OF ERRORS**

- 3.50** Price Bid (Part – II) subsequent to its opening will be checked by the Company for any arithmetical errors. Errors will be corrected by the Company as follows:

- a) where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken ; and
- b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern; and
- c) Discrepancy in totalling or carry forward in the amount quoted by the contractor shall be corrected. The tendered sum so corrected and altered shall be substituted for the sum originally tendered and will be considered for acceptance instead of original sum quoted by the tenderer.

- 3.51** The amount stated in the Bid will be adjusted by the Company in accordance with the above procedure for the correction of errors and, shall be considered as binding upon the Bidder.

#### **DETERMINATION OF THE LOWEST BIDDER**

- 3.52** The Part II of bid i.e. Price Bid of the short-listed bidders shall be evaluated for deciding the lowest tenderer as per the procedure prescribed in clause 5.3.2 of the tender document.



## **NEGOTIATION**

- 3.53** Negotiations will be conducted with the lowest tenderer only. In case of non-satisfactory achievement of rates from lowest tenderer, RSMML may choose to make a written counter offer to the lowest tenderer and if this is not accepted, RSMML may decide to reject and re-invite fresh tenders or to make the same counter-offer first to the second lowest tenderer, then to the third lowest tenderer and so on in the order of initial bidding, and work order be awarded to the tenderer who accepts the counter offer.
- 3.54** In the case, when the offer given by the tenderer during negotiations is higher than the original offer of the tenderer then the tenderer will be bound by the lower rate originally quoted by the tenderer.
- 3.55** In case of negotiations, representative of the tenderer attending negotiations must possess written authority from the tenderer to the effect that he is competent to modify/amend the submitted tender deviations and rates offered by them.

## **PROCESS TO BE CONFIDENTIAL**

- 3.56** Information, relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed (subject to provisions of right to information act, 2005) to the bidders or any other person. Any effort by a Bidder to influence the Company's processing of Bids or award decision may result in rejection of his bid.
- 3.57** The tenderer may note that indulgence in submitting unsolicited offers or submitting unsolicited correspondence after submission of bid is liable to debar him from participating in RSMML tenders.

## **NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT**

- 3.58** The tenderer, whose Bid has been accepted, will be notified of the award by the Company, through postal communication or through facsimile confirmed by registered letter/speed post. This letter (hereinafter and in Conditions of Contract called the "Letter of Acceptance/ Detailed Letter of Acceptance ") will state the sum unit / Rate that the Company will pay to the Contractor in consideration of the execution and completion of the work awarded as prescribed in the Contract.
- 3.59** The notification of award will constitute the formation of Contract. The execution of agreement as per clauses, below would be the formalization of agreement that was commenced with the issuance of LOA/DLOA.

## **INTERFERENCE WITH PROCUREMENT PROCESS**

- 3.60** In case the tenderer
- i) Withdraws from the procurement process after opening of financial bids;
  - ii) Withdraws from the procurement process after being declared the successful bidder
  - iii) Fails to enter procurement contract after being declared the successful bidder;
  - iv) Fails to provide performance security or any other document or security required in terms of the bidder documents after being declared the successful bidder, without valid ground, shall, in addition to the recourse available in the bidding documents or the contract be punished under RTTP Act with fine which may extend to fifty lakh rupees or ten percent of the assessed value of contract , whichever is less.

## **SIGNING OF THE CONTRACT AGREEMENT**

- 3.61** The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of appropriate value under Indian Stamp Act with the company within 60 days from the date of intimation regarding acceptance of tender ( LOA/ DLOA). The cost of execution of agreement including non-judicial stamp paper shall be borne by the contractor.
- 3.62** The contract agreement shall consist of –
- i) An agreement on non-judicial stamp paper of appropriate value.
  - ii) Tender document along with the addend/corrigenda, if any.
  - iii) Letter of Acceptance & Detailed Letter of Acceptance.
  - iv) Agreed Variation, if any,

- v) Techno-commercial offer.
- vi) Any other document as mutually agreed.

#### **RIGHTS OF COMPANY**

- 3.63** The Company reserves the right -
- i) To reject any or all the tenders, in part or in full, without assigning any reason, there to,
  - ii) Not to accept the lowest tender or assign reasons for not accepting the lowest tender.
  - iii) Not to carry out any part of work.
  - iv) To reject the offer, if it is established that the tenderer has submitted any wrong/misleading information or forged documents along with offer or thereafter.

#### **REFUSAL / FAILURE**

- 3.64** In the event the Tenderer, after the issue of communication of Acceptance of Tender by the Company (LOA/DLOA), fails/refuses to accept the award and/or commence execution of the work as herein before, the Tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the Contractor's calculated and willful breach of contract, and in such an event the Company shall have full right to claim damages/compensation thereof in addition to the forfeiture of Earnest Money/Security Deposit so deposited.

## SECTION IV

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### INTERPRETATION OF CONTRACT DOCUMENT

- 4.1 Except if and to the extent otherwise provided by the contract, the provisions of the general conditions of the contract and special conditions of the contract shall prevail over those of any other documents forming part of the contract.
- 4.2 Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of the matter may be referred to the Engineer-In-charge whose decision shall be final and binding.
- 4.3 In case of any inconsistency or contradiction between the provisions of General Conditions of Contract and Special Conditions of Contract, the Special Conditions of Contract shall prevail unless and until provided otherwise.

#### SECURITY DEPOSIT

- 4.4 The successful tenderer shall furnish a Security Deposit as below:
  - (a) For phase VIII (31.5 MW):-6.38 crore.
  - (b) For phase VI (15.0 MW):- 2.50 crore.
  - (c) For phase VIA (7.5 MW):- 1.32 crore.If shortfall in generation in block period is more than security deposit than security deposit is to be enhanced suitably for the next block period.
- 4.5 The tenderer shall furnish Security Deposit through Bank Guarantee/ Demand Draft in favour of RSMML, Udaipur, within 30 days of the issuance of such communication of acceptance of tender/Letter of Acceptance(LOA/DLOA), for due fulfilment of all or any of the terms & conditions of the contract. The Bank Guarantee shall be provided only in the approved format of the company as per annexure VIII from a Public Sector (Except SBI) /ICICI/AXIS/HDFC Bank, having its branch at Udaipur. No amendment in this format shall be acceptable to the company. This BG is to be maintained for the entire contract period plus a grace period of 6 months. Initially BG submitted shall be valid for a period of 3- years and 6-months.contractor shall submit new BG/extension for 3 year plus 6 months at least three month prior to expiry of earlier BG. In event of non submission of new BG/extension in time, RSMML may invoke the BG. The Company shall be entitled to en-cash the same and appropriate the whole of the amount or part thereof against its claims /dues or sums payable as contained herein. BG shall be issued on non-judicial stamp of proper value as per Stamp Act prevailing in the state of Rajasthan.
- 4.6 The entire Security Deposit shall be refunded after **six months from the completion of contract period**, provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the Company arising out of this contract, if any, have been fully met by the Contractor and the Contractor has rendered "No Claim & No Dues Certificate" and indemnification in favour of the Company.
- 4.7 The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the Company, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full, his dues to the Company. In case of premature termination of the contract, the Security Deposit will be forfeited and the Company will be at liberty to recover the loss suffered by it from the Contractor.
- 4.8 The Company may recover from the Security Deposit any sum due and any other sum that may be fixed up by the Company as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance of any of the terms of the contract.
- 4.9 All compensation or other sums of money payable by the Contractor to the Company or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from the Company on any account and in the event of the such amount being

insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.

- 4.10 In the event of bank guarantee amount being insufficient, then the balance recoverable amount shall be deducted from any sum, then due or which at any time thereafter may become due to the contractor. The Contractor shall pay to the company on demand any balance remaining due.
- 4.11 In case the Bank Guarantee is invoked for any reason/s, the contractor is required to furnish a fresh Bank Guarantee in the same format for the same amount and for the same period as the original Bank Guarantee within a period of 30 days from the date of invoking of original Bank Guarantee.
- 4.12 In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. The Company may recover the same by way of additional deductions from bills.
- 4.13 No interest is payable on S.D. amount.
- 4.14 In case of enhancement of quantum of work, due to any reason, the contractor shall furnish additional security deposit. In that case an additional BG equivalent to 5%of additional value of work shall be furnished.
- 4.15 If the Contractor/sub-contractor or their employees cause any damage or destroy the property belonging to the Company or others during the execution of the contract, the same shall be rectified/repared/replaced by the Contractor at his own expense and in default thereof, the Engineer-In-Charge may cause the same to be rectified/repared/replaced by other agencies and recover expenses from the contractor (for which the decision of the Engineer-In-Charge shall be final and binding on the contractor).

#### **PROVIDENT FUND**

- 4.16 The contractor shall be wholly responsible for complying with the fulfilment of the provisions of the Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work.
- 4.17 The Contractor who is coming under the purview of EPF & MP Act, 1952 shall have to get himself registered (if not already registered) with the Regional Provident Fund Commissioner (RPFC) under the Employees Provident Fund and Miscellaneous Provisions Act, 1952. Tenderer is required to submit the copy of the PF Registration Number received from RPFC office when asked for the same, failing which the contract is liable to be terminated.
- 4.18 The contractor who are not coming under the purview of EPF & MP Act 1952 but are required to deposit the PF due to applicability of Contract Labour (R&A) Act may deposit amount of PF deducted from salaries of the employees and employer's contribution with PF Trust of RSMML alongwith 1.10% administrative charges. An affidavit (as per Annexure- I) for this purpose will be required to be furnished on a stamp paper of appropriate value with the Techno Commercial (Part -I) of the offer.

#### **SUBLETING OF WORK:**

- 4.19 The Contractor shall have the sole responsibility for whole of the work included in the contract. In case contractor directly or indirectly transfer, assign, under-let or sublet the contract or any part thereof in interest of work after obtaining consent of RSMML, even then the total responsibility of the work as per bid stipulations will lie with the contractor alone.

#### **DRAWINGS AND SPECIFICATIONS**

- 4.20 Wherever it is mentioned in specifications /drawing/tender documents or instructions that the contractor shall perform certain work and/or provide certain facilities, it is understood that the contractor shall do so at his own cost.

## **PATENTS/COPY RIGHT/TRADE MARK**

- 4.21 Contractor shall indemnify and keep indemnified the Company including its employees and authorised agents/representatives and its successors shall hold them harmless from any and all loss, damage, liability costs of litigation counsel fees and other expenses arising out of any claim or suit for alleged infringement of patents, copyright trademarks or trade names or brand relating to any of the stores, material or equipment described in the contract or for the use or resale thereof, and contractor agrees to assume the defence of any and all such suits and to pay any and all costs and expenses incidental thereto and any judgment awarded thereon.

## **CONTRACTOR TO BE LIABLE FOR ALL PAYMENT TO HIS WORKERS /EMPLOYEES**

- 4.22 The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.
- 4.23 The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to their employment, litigation and any other action arising out of operation of this contract or at the termination/completion of this contract.
- 4.24 The company shall not pay any additional amount on any such account.

## **TAXES AND DUTIES:**

- 4.25 The Contractor shall be responsible for the deposition of any and all contributions, duties, levies and taxes including service tax payable now or hereinafter to be imposed by the Central or State Government authorities, for execution of the works under the contract.
- 4.26 All statutory deductions at source such as Income Tax etc. shall be made as per prevailing laws, from the bills of the contractor.
- 4.27 The present rate of service tax on O&M services is 14.5%. Any tenderer who is eligible either for exemption of service tax or for a concessional service tax, may confirm the same in the part -I (Techno-commercial part) of the offer by attaching related documents.

## **VARIATION IN TAXES & DUTIES**

- 4.28 RSMML will reimburse/recover at actual, tax/ duties which are imposed/withdrawn or increased/decreased after the date of submission of offer, applicable to this contract, reflected in their invoices/bills, and first paid by the contractor. Reimbursement of variation shall be made on furnishing of documentary proof. However recovery shall be made from payments, if any.

## **INDEMNITY**

- 4.29 The Contractor shall at all times, indemnify and keep indemnified the Company, including its employees, authorised agents and the Engineer-in-Charge its successors from any and all liability for damages resulting from or arising out of or in any way connected with the operation covered by the contract and he shall make good all losses and damages arising there from. In case the Company shall incur any cost or expenses or suffer any loss on account of any claim demand or course of action brought against them and arising out of the operations covered by the contract, the Company shall have the power (without being bound to do so) to defend, contest or compromise any such claim, demand or cause of action. Any amount that may become payable by the Company and any cost, expense etc that may be incurred by the Company in this behalf, shall also be recoverable from the Contractor.
- 4.30 All sums payable by way of compensation/s under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

- 4.31 Contractor shall also keep indemnified the Company against all claims of its staff under Industrial Disputes Act, Payment of Wages Act and other Acts/Rules applicable on the awarded work to the contractor.

**WAIVER AND LIABILITY TO PAY COMPENSATION:**

- 4.32 In any case in which any of the powers conferred upon the Company shall have become exercisable and the same have not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall be exercisable in future or in the event of any further case of default by the Contractor, the contractor shall be liable to pay compensation amount to the extent of the whole of his Security Deposit and the liability of the Contractor for past and future compensation shall remain unaffected.
- 4.33 In the event the Company exercising the powers vested in it under the aforesaid clause, it may, take possession of all or any tools and equipment, materials and stores lying in or upon the works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof. The same be taken by paying reasonable compensation as decided by the Company, otherwise the Engineer-In-Charge may give notice to the Contractor, requiring him/it to remove such tools, equipment, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with such requisition the Engineer-In-Charge may remove them at the contractor's expenses or sell them by auction and/or private sale on account of the contractor and at his/its risk in all respects without any future notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final, conclusive and binding on the Contractor.

**COMPANY NOT LIABLE TO PAY COMPENSATION:**

- 4.34 The Contractor shall have no claim against the Company for any business loss, idle charges, compensation upon failure, delay, omission etc. on the part of the Company to carry out any or all the provisions of the contract for any reason whatsoever. The Company's decision in the matter shall be final and binding on the Contractor.

**NO CLAIM IF WORK IS ABANDONED OR POSTPONED/ SUSPENDED:**

- 4.35 The Contractor have no claim, whatsoever against the Company if the work or any part thereof covered by the contract is postponed/ suspended to any later date and/or withdrawn in part in the overall interest of the Company. The Company's decision in this regard shall be final and binding on the Contractor.

**PROTECTION OF WORK:**

- 4.36 During the progress of the work the Contractor shall keep the premises occupied by him in a neat and clean condition and free from accumulation of rubbish. On the completion of any portion of the work, the Contractor shall promptly remove all his equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of the work. Upon completion of the work and before final payment is made, the Contractor shall at his own cost and expense, satisfactorily dispose off or remove from the vicinity of the work and from all other land made available to him by the Company; all equipment, temporary structures, buildings, rubbish, unused materials and any other items and materials etc. belonging to him and used under his direction for the execution of the contract and shall leave the premises in a neat and clean condition. In the event of his failure to do so, the same may be removed and disposed off by the Company at the Contractor expenses.

**OTHER CONDITIONS, OVERTIME ETC:**

- 4.37 The provisions of Contract (R&A) Act 1971 and Workman Compensation Act 1923, Minimum Wages Act 1948 etc. and amended thereof should be kept in view and followed, while detailing matters like wages, working hours, overtime etc. The Compliance of the provisions of these and other applicable acts and rules made thereof has to be ensured by the Contractor at his own cost.



**MATERIALS TO BE SUPPLIED BY CONTRACTOR:**

- 4.38 The Contractor shall procure and provide from his own source and at its own cost of the materials, tools, tackles, equipment, stores materials etc. required for the execution and completion of the works.

**DISCREPANCIES BETWEEN INSTRUCTIONS:**

- 4.39 Should any discrepancy occur between the various instructions furnished to the Contractor, his agents or staff or any doubt arising as to the meaning of any instructions or should there be any misunderstanding between the Contractor's staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies shall in any case be admissible.

**INSPECTION OF WORKS:**

- 4.40 The Engineer-in-Charge or his authorised representative will have full powers and authority to inspect the works in progress at any time and the Contractor shall afford or procure for the Engineer-in-Charge/Engineer every facility and assistance, to carry out such inspections. The Contractor shall, at all time during the usual working hours and at all other times of which reasonable notice of the intention of the Engineer-in-Charge or his representative to visit the works shall have been given to the Contractor, whether himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself/itself.

**ASSISTANCE TO THE ENGINEERS:**

- 4.41 The Contractor shall make available to the Engineer-in-Charge free of cost all necessary assistance in checking of, setting out of works, and in the checking of any works made/done by the Contractor.

**CONTRACTOR'S OFFICE AT SITE:**

- 4.42 The Contractor shall provide and maintain an office at the site. Such office shall be opened during working hours/at all reasonable hours to receive instructions, notices and/or other communications etc, on its behalf from the Company

**SAFETY, SANITARY & MEDICAL FACILITIES:**

- 4.43 The Contractor and/or his sub-contractor and their employees, at Contractor's cost, shall fully comply with the safety rules, regulations or statutory directions and provide sanitary and medical facilities, prescribed by law or as may from time to time be prescribed by the Engineer-in-Charge with the object of securing the safety and health of the employees and the local community. In case of violation or non-observance of any of the aforesaid provisions by the Contractor the same shall be the responsibility of the contractor alone.
- 4.44 The Contractor shall be responsible for the safety and discipline of his employees in all faces of the work and shall provide at his cost and enforce the use of safety belts, safety boots, guards, helmets, goggles and other safety devices etc that may be required by the Acts & Rules and regulations for the time being in force, or will come in force during the pendency of contract.
- 4.45 First aid facilities and supplies as required by the rules for the time being in force or will come in force in near future shall be kept on the work site by the Contractor at his cost. Medical check-ups of employees/persons working with the contractor, as required under the rules, shall be undertaken by the Contractor at his cost.

**CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT:**

- 4.46 The contractor shall have the sole and exclusive responsibility for supervision of the work by qualified executives. The work shall be executed by the Contractor with his/their best skill,



attention and supervision. The Contractor shall also employ and engage to the satisfaction of the Engineer-in-Charge sufficient and qualified staff to execute and supervise the execution of the works, in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Engineer-in-Charge additional and sufficiently qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on account thereof. The Contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any, provide competent and efficient supervision, over the work entrusted to them.

- 4.47 The Contractor shall be responsible for the proper conduct and behaviour of all the staff, foreman, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the aforesaid generally the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of lands and properties in the neighbourhood and in the event of such employee so trespassing, the Contractor shall be responsible thereof and relieve the Company of all consequent claims or actions for damages or injury or any other grounds, whatsoever.

#### **FIRE PREVENTION:**

- 4.48 The Contractor shall take all reasonable precautions to prevent fire in the vicinity of his/its operations, and shall be liable for all damage losses or injury from fires directly or indirectly to his/its own operations or the activities of his employees or his sub-contractors or their employees.

#### **POWER OF ENTRY**

- 4.49 During execution of Contract, if in the opinion of Engineer In-charge, it is found that :
- i) Contractor has failed to execute the Contract in conformity with contract document, or
  - ii) Contractor has substantially suspended work or the works for a continuous period of 15 days without permission from the engineer In-charge, or
  - iii) Contractor has failed to carry on and execute the works to the satisfaction of the engineer In-charge, or
  - iv) Contractor has committed or suffered or permitted any other breach of any of the provisions of the contract on his part to be performed. or
  - v) Contractor has abandoned the works, or
  - vi) Contractor during the continuance of the contract has becomes bankrupt.

**then in any of such events, the Company shall have the power to enter upon the works and take possession of the materials, spares, equipment, tools and stocks thereon, and to revoke the Contractor's permission to continue the work. The Company shall then be free to take appropriate action against the contractor as per provisions of contract.**

#### **LIENS:**

- 4.50 If, at any time, there should be any lien or claim for which the company might have become liable and which is chargeable to the Contractor, the Company shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Company may pay and discharge the same by and payable to the Contractor. If any lien or claim remains unsettled after all payments due to the Contractor are appropriated on the account, the Contractor shall refund or pay to the Company all moneys that the later may be compelled to pay in discharging of such lien or claim including all costs and reasonable expenses thereof.

#### **COMPLIANCE IN RESPECT OF VARIOUS ACTS**

- 4.51 The Contractor shall at his own cost, observe, perform and comply with the provisions of the Acts applicable during the execution of the Contract, and Rules/Bye-laws framed there under as applicable to this work and shall maintain such registers and documents, as are required under the various statutes, for production of the same before the Company and/or other Statutory Authorities prescribed in this behalf, as and when required. Non-compliance of the provisions/stipulations of the those Acts and rules made there under will render the Contractor liable to payment of necessary compensation/penalty, as deemed fit by statutory authorities.

- 4.52 It will be the sole responsibility of the Contractor to ensure all sorts of payments to his workers and submissions of returns in time, as required by various Statutory Authorities concerned. In case of default by the Contractor in making statutory payments in time, the Company reserves the right to deduct necessary amount from the Contractor's bills towards such payments without prejudice to the rights & remedies of the Company.
- 4.53 The Contractor should obtain all requisite licenses as early as possible on award of work and preferably prior to commencement of work so to avoid any breach of law.
- 4.54 All persons other than his regular employees engaged by the Contractor in connection with the performance of the contract shall be deemed as his employees for purposes of payment/remuneration and no claim shall lie against the company in respect of delay, deduction and non-payment of wages and/or remuneration/compensation by the Contractor to them.

**COMPENSATION AND LIABILITY:**

- 4.55 Insurance shall be affected by the contractor at his cost for all the contractor's employees and persons engaged in the performance of the contract. If any of the work is sublet the contractor shall require the sub-contractor to provide for workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the Contractor's insurance.
- 4.56 The Company shall not be liable for or in respect of any damages or compensation payable as per law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or any of his sub-contractor or third party etc and the Contractor shall indemnify and keep indemnified the Company against all such injury, damages and compensation and against all claims, demands, proceedings, costs, charges and expenses, whatsoever in respect of or in relation thereto.

**FORCE MAJEURE:**

- 4.57 Neither the Contractor nor the Company shall be considered to be in default in the performance of their respective obligations under this contract, if such performance is prevented or delayed because of the conditions constituting force majeure which shall include but not limited to notice/s from Statutory Authority, Civil Commotion, flood, Fire accidents, epidemics, War, acts of God or because of any law, order, proclamation or ordinance of any Government or any authority thereof, provided notice of such cause is given in writing by the party affected within 14- days of the happening of the event. In case it is not possible to serve the said notice within the said period of 14-days, then within the shortest possible period. Power cuts/partial power failure/interruption shall not be construed as force majeure for this purpose and the same shall not affect in any way the performance of the Contract. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation. Should one or both the parties be prevented from fulfilling their contractual obligations by state of force majeure lasting for a continuous period of one month both the parties shall consult each other and decide about the future course of action regarding the contract.

**NOTICES:**

**SERVICE OF NOTICE ON CONTRACTOR:**

- 4.58 Any notice hereunder may be served on the Contractor or his/its duly authorised representative at the work site or may be served by registered mail directly to the address furnished by the Contractor. Proof of issue of any such notices shall be conclusive of the fact that the Contractor having been duly informed of all contents therein. The contractor shall furnish to the Company, the name, designation and addresses of his/its authorised agent at the work site and at Udaipur, if any.

## **SERVICE OF NOTICE AND COMMUNICATION WITH THE COMPANY AND THE ENGINEER-IN-CHARGE**

4.59 Notice and communication addressed to the Company or the Engineer-in-Charge, as the case may be, shall be deemed to have been duly delivered.

(a) In the case of the Company, if dispatched by registered AD/Speed post to the Company's Group General Manager (Project) at Udaipur.

(b) In the case of the Engineer In-charge, if dispatched or left at or posted to the address of his/its authorised representative, in the case of posting on the day on which they would have reached such address in the ordinary course of business, and in other cases on the day on which they were delivered to or left at such address.

4.60 Notice and communication addressed to the Company shall be valid only if duly signed by the Contractor or his duly authorised partner or his principal officer acting for him on his behalf.

## **TERMINATION:**

4.61 If the Contractor fails to execute the work or any part thereof with such diligence as will ensure its completion within the time specified in the contract, or extension thereof, or fails to complete the said work within such time or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provision of the contract, it shall be open to the Company in its option, by written notice to the contractor:-

(a) To determine the contract; in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date notified by the company in this behalf, whereupon the contractor shall stop forthwith all or any of the contract work, then in progress and the Company may on its part, may take over the work remaining incomplete by the Contractor and the contractor and his sureties if any, shall be liable to the company for any excess cost occasioned by such take over and completion by the Company or by appointing any other agency over and above the rates of remuneration payable under the contract.

(b) Without determining the contract, to take over the work of the Contractor or any part thereof and complete the same through any other agency at the risk and cost of the Contractor and the Contractor, and his sureties shall be liable to the company for any excess cost/additional cost occasioned by such work having been so taken over and completed by the Company and/or through any other agency over and above the remuneration payable under the contract.

4.62 Before determining the contract, as aforesaid, and provided that, in the judgement of the company the default or defaults committed by the Contractor is or are curable or may be cured by the Contractor if any opportunity is given to him to do so, the Company may, by notice, in writing, call upon the Contractor to cure the default within such time as may be specified in the notice.

4.63 In the event of the Company proceeding in the manner herein above prescribed-

(a) The whole of the Security Deposit furnished by the Contractor or retained by the Company shall be liable to be forfeited, without prejudice to the right of the Company to recover from the Contractor, the excess cost referred to aforesaid. The Company shall also have the right to take possession of the sites for completing the work or any part thereof, with any or all such materials, equipment, machinery, tools and tackles belonging to the Contractor as may be deployed/used for the work & the contractor shall not be entitled for any compensation for use or damage to such materials, equipment, plant.

(b) The money that may have become due to the Contractor on account of work executed by him already shall not be payable to him until after the expiry of six calendar months reckoned from the date of determination of contract or from the taking over of the work or part thereof by the company as the case may be, during which period the responsibility for faulty workmanship in respect of such work shall, under the contract rest exclusively with the Contractor and shall be subject to deduction of all amounts due from the Company to the Contractor, whether under the terms of the contract or otherwise, authorised or required to be recovered or retained by the Company.

- 4.64 The Company shall also have the right to proceed in the manner prescribed in sub-clauses above, in the event of the contractor abandoning the execution of the contract work for a continuous period of seven days, or becoming bankrupt or insolvent, or compounding with his creditors or assignees the contract in favour of his creditors or any other person or persons, or being a firm or a corporation goes, into voluntary liquidation, provided that in the said event, it shall not be necessary for the Company to give any prior notice to the Contractor.
- 4.65 Termination of the contract as aforesaid shall not prejudice or affect the rights of the Company which may have accrued up to the date of such termination.

#### **DISPUTE, JURISDICTION**

- 4.66 The place of the contract shall be Udaipur, Rajasthan. In cases of any differences, the same shall be resolved by mutual discussions and agreement.
- 4.67 No courts other than the courts located at Udaipur, Rajasthan shall have jurisdiction over any matter concerning any aspect of the work under this tender.
- 4.68 The contractor shall not stop or abandon the work due to and during the pendency of such disputes or differences.

#### **GOVERNMENT AND STATUTORY CLEARANCES:**

- 4.69 The contractor shall be responsible for obtaining all the required necessary clearances and permissions for project site.

#### **APPEALS:**

- 4.70 Subject to section 40, of Rajasthan Transparency in Public procurement Rules 2013 , if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provision of this act or the rules or guidelines issued there under , he may file an appeal to designated First and Second Appellate Authority with in a period of ten days from the date of such decision or action, omission as the case may be clearly giving the specific ground on which he feel aggrieved on the form no. 1 (see rule 83) –Memorandum of Appeal under the Rajasthan Transparency in public procurement Act -2012 with prescribed fees.

#### **INTELLECTUAL PROPERTY:**

- 4.71 Indemnity Against Infringement-The Contractor shall indemnify the Owner from and against any demands, claims, suits, and causes of action and any liability, legal costs, expenses, settlements arising from or incurred by reason of any infringement or alleged infringement of registered design, unregistered design right, copyright, trade mark or trade name by the use or possession of projects. The Contractor hereby represents to the Owner that, as of the date 30 (thirty) days prior to the date of execution of the contract, the Contractor has received no notification of any rightful patent infringement claim, which would prejudice the Owner's right to use or maintain.
- 4.72 Conduct of Proceedings-In the event of any claim being made or action brought against the Owner which is covered by the indemnity, the Owner shall promptly notify the Contractor thereof and the Contractor may at its own expense conduct all negotiations for the settlement of the same, and any litigation that may arise there from.
- 4.73 Infringement Preventing Performance-If, in consequence of any infringement of registered design, copyright, trademark or trade name, the Contractor is prevented from executing the Works, or the Owner is prevented from using the Project, the Contractor shall at his own expenses procure for the Owner the right to continue using the relevant Project or part thereof with a non-infringing solution, modify the relevant part so it becomes non-infringing.

## SECTION V

### SPECIAL CONDITIONS

#### 5.1 GENERAL

- 5.1.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of the Contract, specifications of work, drawing and any other document forming part of this contract wherever the context so requires.
- 5.1.2 Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the General Conditions of the Contract then unless a different intention appears, the provision of the Special Conditions of contract shall be deemed to over-ride the provisions of the general conditions of the contract only to the extent such inconsistencies of variations in the special conditions of contract as are not possible of being reconciled with the provisions of general conditions of contract.
- 5.1.3 The materials, design and workmanship shall satisfy the applicable standards, specifications contained here in and codes referred to. Where the Technical Specifications stipulate requirements in addition to those contained in the standard codes and specifications, those additional requirements shall be satisfied.
- 5.1.4 In case of contradiction between General conditions of contract and special conditions of contract, the following shall prevail in order of precedence.
- (i) Special Conditions of Contract.
  - (ii) General Conditions of Contract
- 5.1.5 Incomplete tenders and tenders without tender and processing fee, Earnest Money deposit is liable to be rejected. RSMML reserves the right to accept or reject any or all the tenders, in part or in full, and to reject any or all tenders without assigning any reasons whatsoever. Also the Owner does not bind itself to accept the lowest price offer.

#### 5.2 Bidder shall be pre qualified on the basis of criteria mentioned below:

- 5.2.1 The Bidder should have minimum turn over of Rs. 25 crores in any one of the immediate three preceding financial years 2012-13, 2013-14 and 2014-15 in its own name.
- 5.2.2 The Bidder should submit duly attested copies from Notary public of audited balance sheets and Profit & Loss account and a certificate from chartered accountant in support of Turn over along with offer.
- 5.2.3 The bidder should have experience of at least five years in operation & Maintenance of wind power plant of minimum 8.0 MW capacity in India. The required experience should be in MW series WTG, s i.e. minimum 1 MW & above. Details to be furnished in form- D. RSMML may confirm from wind farm owners regarding satisfactory performance of O&M works.
- 5.2.4 The tenderer shall be pre-qualified on the basis of documents furnished along with Techno commercial bid in support of above criteria. The decision of the Owner will be final and binding in this regard. Only such pre-qualified Tenderers will be informed about the opening of the price bid.
- 5.2.5 Turnover has to be in the name of bidder only & turnover of individual / partners / Directors shall not be considered. It is to be noted that, in case of Owner, turnover of the Owner shall only be considered.
- 5.2.6 Joint ventures/consortium/partnership is allowed to participate in this tender subject to the joint/several responsibility, in such case the turnover of partners /members shall be considered. However experience of lead bidder only shall be considered for pre qualification.

5.2.7 The Tenderer who have earlier been suspended or banned or whose contracts have been terminated by the RSMML shall not be eligible to participate in this tender during the currency of the suspension or banned period.

**5.3 EVALUATION OF PRICE BID & CRITERIA FOR DECIDING L-1 BIDDER:**

5.3.1 The price bids of the techno-commercially acceptable bidders will be evaluated to ascertain the relative status with respect to overall contract values.

5.3.2 The price comparison criteria for selecting L-1 for comprehensive Operation & Maintenance (O&M) of the wind power projects situated in State of Rajasthan is given below:

<u>S. No.</u>	<u>Description</u>	<u>Value (Paisa.)</u>
<u>1.</u>	<b>Discounted rate in Paisa/unit of net Export for comprehensive Operation &amp; Maintenance (O&amp;M) of the wind power projects situated in State of Rajasthan. (Discounted rate in Paisa/unit of net Export shall be calculated taking NPV of yearly per unit rates as per ('Bid response sheets –1 to 3 )'for 12/13/15 years discounted @ 12.0% per annum (upto last date of contract period).</b>	

**Discounted Rate in Paisa/unit of Export shall be calculated as under:**

**Paisa/unit of Export = (NPV1+NPV2+NPV3+NPV4+NPV5+NPV6+NPV7+-----NPV15)/ (15).**  
**Where NPV denotes net present value of cost in Paisa/unit of net Export. For 1<sup>st</sup> year NPV1 shall be taken as quoted rate and discounting starts from 2<sup>nd</sup> year quoted rate and so on for calculation.**

**L1 shall be decided on the basis of lowest discounted rate in Paisa/unit of net Export for three wind projects separately.**

**5.4 Responsibility of the contractor**

5.4.1 All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site after completion of work and liaisoning with the Discoms, local authorities and with concerned departments etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.

5.4.2 Contractor may have to work in energized or partly energized conditions. In such cases, it shall be responsibility of the contractor to arrange for necessary permits or shuts downs and provide skilled and responsible persons for the execution of works. Contractor shall organize his works during the shut down periods properly and complete the programmed works within the time given. Contractor shall not be paid any extra payments for working under the above said circumstances.

5.4.3 It shall be entirely the contractor's responsibility to provide, operate and maintain all necessary equipments, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules. However, if any equipment/ facility are provided by the owner, the same shall be on chargeable basis.

**5.5 Term/Period**

The Contractor shall be responsible for comprehensive operation and maintenance of the wind power plants for a period up to 31.03.2030 for Phase VIII (31.5 MW) wind project, up to 30.09.2027 for Phase VI (15.0 MW) wind project and up to 31.03.2028 for Phase VI A (7.5 MW) wind project from



the date of start of work and shall be responsible to give guaranteed PCGG every year for contract period with allowable variation of 10% on lower side.

Contractor shall start the work within 30-days of date of issue of LOA/DLOA.

**5.6 Battery Limit**

The battery limit for contractor during the period of O&M contract shall cover complete wind power plant and power evacuation system upto inter connection point on 33 KV system after main and check/back up meters (sealed by RVPNLK/Discom) and/or up to Pooling Electric substation.

**5.7 Scope of Work**

**5.7.1 Contractor shall provide all day to day operation and maintenance for the wind Power Plant as set forth herein. Contractor shall perform the Work and supply all required spare parts (preventive and breakdown) and consumables in a prudent and efficient manner and in accordance with**

- (i) manufacturers and systems designers' specifications, the Annual Operating Plan for the Plant and all operation and maintenance manuals,
- (ii) All Indian applicable laws including electricity rules, environmental protection, pollution, sanitary, employment and safety laws, ("Government Rules").
- (iii) Prudent Utility Practices.

**5.8 Contractor shall use all reasonable and practical efforts**

- (i) to maximize plant capacity utilization,
- (ii) to reduce plant downtime by keeping inventory of fast moving and insurance spares/items as per prudent utility practices.
- (iii) to optimize the useful life of the equipment of the power plant.

Also bidder is required to keep tie up for timely availability of suitable cranes whenever required.

**5.9 The Contractor shall perform the following obligations prior to takeover of the O&M activity:**

- (i) Prepare maintenance plan in consultation with the Owner
- (ii) Provide the details of services and personnel set forth in the maintenance and operation.
- (iii) Prepare in consultation with the Owner, the initial Annual Operating Plan
- (iv) Develop and implement plans and procedures including those for fire fighting, maintenance planning, procuring and inventory control of stores and spares, plan to meet emergencies, plant safety and security; and such other facilities and systems as may be necessary to commence Contractor's ongoing responsibilities.

**5.10 After taking over the activity of O&M for the power plant, the Contractor shall be responsible for the operation and maintenance of the plant and shall perform all necessary services including applicable services listed below:**

**5.10.1** Provide all operations and maintenance services necessary and advisable to efficiently operate and maintain the plant, including all associated mechanical and electrical equipments keeping in view the objectives set-forth herein above.

**5.10.2** Maintain up-to-date operating logs, records and Monthly reports regarding the operation and maintenance of the Plant which shall include detail of power output, other operating data, repairs performed and status of equipment. All such records to be maintained for a minimum of forty two (42) months after the creation of such record or data and for any additional length of time required by regulatory agencies with jurisdiction over the Parties. Upon expiry of term, the contractor shall hand over such records to the owner. However, Owner shall have access to all such records at any time.



- 5.10.3 Regularly update and implement an equipment repair or replacement/ overhaul and preventive maintenance program that meet the specifications of the equipment manufacturers and the recommendations of the manufacturers.
- 5.10.4 Perform the services required to provide all spare parts, or equipment/s as required. Tools and equipment, required to operate and maintain the Plant in accordance with the recommendations of individual original equipment manufacturer. Spares shall be replaced by contactor immediately for which necessary inventory of spares & consumables shall be maintained by the contactor at site. The genuine spare parts shall be used for the maintenance. The contactor will take all necessary steps to ensure that the machinery break down is restored at the earliest possible so that revenue losses may be minimized.
- 5.10.5 The Contactor will supply consumable for all equipments as damaged due to normal wear and tear, System break down.
- 5.10.6 It is the responsibility of the O&M contractor to maintain required power factor to reduce VAR drawl in these system. If RVPN/ Discom penalize RSMML for lower power factor /VAR drawl from the grid, penalty at actual amount shall be deducted from the O&M contractor bills
- 5.10.7 Preventive maintenance of all equipments shall be carried out at regular period as per Maintenance manual from OEM. Quarterly, half yearly and yearly maintenance schedule has to be prepared and followed.
- 5.10.8 Records of preventive maintenance carried out, consumable and spares consumed shall be kept.
- 5.10.9 All preventive and annual maintenance shall be carried out preferably before monsoon during low wind speed season and preferably matching with EB planned shutdown schedule
- 5.10.10 Contactor will Co-ordinate with RVPN/ Discom for line clearance, grid failure, grid failure hour data, and monthly joint reading. He will follow up with Discom/RVPNL for grid failure and to get restore the grid as early as possible and put back all WTGs in operation immediately resumption of power.
- 5.10.11 Operate and maintain Plant fire protection and safety equipment.
- 5.10.12 Maintain accounting records regarding the facility in accordance with the generally acceptable accounting principles under the Laws of India.
- 5.10.13 Any damage or defect that may arise after or remain undiscovered at the time of start of work, same shall be rectified or replaced by the contractor at his own expenses as deemed necessary.
- 5.10.14 **Daily Generation report:** During the O&M period, the contractor shall keep the measured daily data at one hour or lesser interval and energy exported to the grid and provides the same to RSMML in electronic form. These data shall be transferred to RSMML Corporate office, Udaipur in a suitable form on weekly basis. The right of use of the data shall remain with RSMML. To take reading of all power generation data, grid data, wind data, “on” hour data, grid failure data etc, every twenty-four hours and shall be logged and signed by supervisor.
- 5.10.15 Maintenance of approach road and other feeder roads.
- 5.10.16 Contractor is also required to tie up with pooling substation owner for feeding of power. Any charges asked by pooling substation owner shall be paid by the contractor.
- 5.10.17 Sufficient water supply and other arrangements for regular use of O&M staff shall have to be made by bidder himself
- 5.10.18 Security and watch and ward of the plant. The contractor has to arrange proper security system including deputation of security personnel at his own cost for the check/vigil for the wind farm. The security staff may be organized to work on suitable shift system, proper checking & recording of all incoming & outgoing materials and vehicles shall be maintained.

- 5.10.19 Construction/ maintenance of Office building/ control room for data, processing and getting required reports on Energy Generation, Wind Speed etc.
- 5.10.20 All these works shall be carried out strictly as per Indian standards and best practices.
- 5.10.21 RSMML shall avail CDM benefits for the projects. All required information and data for the purpose shall be provided by contractor to RSMML/Validator, whenever required.

**5.11 The Contractor shall employ only such personnel who are adequately qualified and experienced for operating and maintaining the wind Power Plant.**

5.12 Contractor should follow and comply with applicable grid code including load dispatch and system operation code, metering code, protection code, safety code, relevant regulations/orders of the Regulatory commission etc. as applicable in the state of Rajasthan.

**5.13 Measurement of Energy and Metering**

5.13.1 The contractor shall maintain the Metering System (which shall include energy meter, current and potential transformers etc) as per metering code, CEA guidelines and as per requirement of DISCOM/RVPNL.

5.13.2 The owner shall have the right to carry out surprise inspections of the Metering Systems from time to time to check their accuracy.

5.13.3 All testing and metering equipment shall conform to the relevant IS/IEC/RVPNL/DISCOM standards and applicable grid codes.

5.13.4 If either the Contractor or the Owner find any inaccuracy in the Metering System, the contractor or the Owner, as the case may be, shall notify the other party in writing within 24 hours for a joint inspection and testing from RVPNL/DISCOM/ or other NABL accredited agreed agency.

5.13.5 When the Metering System and/or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be repaired, re-calibrated or replaced by the Contractor at his cost as soon as possible or as per requirement of RVPNL/Discom.

5.13.6 Meters shall be duly tested/ calibrated yearly by the Contractor at his cost from DISCOM/NABL accredited testing agency and test certificates shall be provided to RSMML.

5.13.7 Any meter seal shall be broken by the contractor's representative only in the presence of the Owner's representative whenever the Metering System is to be inspected, tested, adjusted, repaired or replaced with due permission of RVPNL/Discom.

**5.14 Contractors Office at the Site**

The Contractor shall maintain an office at the site and such office shall be open at all reasonable hours to receive instructions, notices or other communications. The Contractor shall be responsible for any misconduct/indiscipline by his employees or sub contractor/agent employees. The Contractor shall abide by the instructions of the Owner Representative, if given in this regard.

## **5.15 Power curve based Guaranteed Generation:**

- 5.15.1** The bidder shall be required to give PCGG for entire contract period. The Bidder shall give the Power Curve based Guaranteed Generation per annum with allowable variation of 10% on lower side. Contractor shall also provide minimum machine availability of 95% for complete contract period.
- 5.15.2** To calculate PCGG certified power curve of respective machines will be considered.
- 5.15.3** There will be no relaxation in PCGG beyond 10%. However, the bidder will be allowed to relocate the WEGs and install at different places at their own cost ensuring uninterrupted PCGG. The entire cost including cost of land, power evacuation system, dismantling and re-erection, etc, will be borne by the bidder. To ensure PCGG the bidder will be allowed to erect additional number of WEGs without extra cost to RSMML.
- 5.15.4** The PCGG has to be unconditional except for grid constrains if grid availability is less than 95% on yearly basis subject to production of proof from DISCOMS/RVPNL.

## **5.16 Compensation for shortfall in PCGG**

- 5.16.1** The contractor shall be responsible for maintaining PCGG, for any shortfall in the PCGG, after allowing 10% variation, the compensation shall be recovered from the contractor in each block year. A block year shall consist of three years starting from the commencement of contract. The next block year shall commence immediately after completion of 1st block year and so on. Shortfall is the difference of calculated PCGG (as per machine curve and wind data provided) and actual generation achieved at low voltage i.e. Controller generation at wind electric generators in a block year. The contractor has to maintain wind power plant equipments including its repair, replacement, overhauling etc. so as to maintain the PCGG, for which RSMML shall pay the agree O&M charges only and no other charge/Cost shall be payable by RSMML.
- 5.16.2** However, the PCGG shall be computed on yearly basis starting from the commencement of contract. The procedure for computing the PCGG and collecting wind data is given in the tender document at Annexure 'A'. Wind data shall be provided to the contractor downloaded from the RSMML wind masts located in nearby area being maintained by M/s Suzlon Energy Ltd. After one year of operation, payment shall be released after submission of yearly PCGG data for previous year.
- 5.16.3** For a particular block year, the highest rate of sale of power to RVPNL/DISCOM applicable for that wind power project of RSMML or actual revenue received from each unit generated (excluding CDM benefits) whichever is higher for that block year for RSMML shall be applicable for calculating the compensation on account of PCGG after allowing for variation. Present rate of sale of power for option-A (31.5.MW wind power project) is Rs.4.28, for option-B (15 MW wind power project) is Rs.3.75 and for option-C (7.5 MW wind power project) is Rs.3.73 and rate of adjustment of power in captive consumption is Rs.6.50.

## **5.17 INSURANCE**

- 5.17.1** Contractor shall at his own expense effect insurance to the personnel and all other related legally required to the satisfaction of the company as follows including all third party risks (A copy of all such policies will be given to the company along with proof of premium paid, whenever asked)

- 5.17.2 Insurance to cover third party liability
- 5.17.3 Workmen compensation and /or group personal accidents Insurance policy covering all its employees and works including of the sub contractor. Insurance in respect of claims for personal injury to or death of any person in the employment of contractor and arising out of and in the course of such employment, which insurance shall comply with all applicable Indian law and directives.
- 5.17.4 Motor vehicle, general liability and other insurance and deductibles / excess thereon as may be required by applicable Indian law or in order to enable the contractor to comply with prudent utility practice.
- 5.17.5 It would be the responsibility of the contractor to operate and maintain the wind Power Plant and it's all the equipments in perfect condition at his own cost for the entire contract period for which RSMML shall pay the agreed O&M charges only. The replacement / repair / modification of any / all equipments have to be carried out by the contractor at his own cost for the entire period of contract. RSMML shall not be responsible for any break down / failure of any equipment to any reason thereof. The bidder may take a suitable type of insurance at his cost to meet out the above purpose.
- 5.17.6 Fire and allied perils including earthquake, flood, storm, cyclone, tempest and burglary, insurance policy shall be taken by Contractor in the name of RSMML and yearly premium shall be paid by Contractor.
- 5.17.7 Contractor shall also effect and maintain any and all other insurance, which he may be required under any law or regulation or practice from time to time.
- 5.17.8 The Contractor shall take all reasonable pre-cautions to prevent fire and theft of any nature in the general vicinity of his operations, and he shall be responsible for all damage from fire, theft etc.
- 5.17.9 In case of failure/damage of any equipment, contractor will repair/replace the same at his own cost without waiting for settlement of insurance claim. In case of any damage RSMML will reimburse the claim amount only, received if any.

**5.18 Penalties from DISCOM:**

- 5.18.1 For all aspects relating to grid availability less than 95%, credit in form of lull hours will be allowed in computation of the PCGG. The corresponding effect of non-availability or less availability of Grid shall be considered while working out the PCGG only on production of such document of non availability of grid from RVPNL/DISCOM by the contractor.
- 5.18.2 If any penalty/levy becomes payable to the State Electricity Authorities (like RVPN/Discoms etc.) on account of low power factor or reactive power drawl or any such requirement of RVPNL/Discom etc from the Wind Plant , the same has to be borne by the contractor only.

**5.19 PAYMENTS**

- 5.19.1 The contractor shall get the agreed remuneration for O&M of installed wind Power Plant as mentioned in LOA/DLOA. The O&M charges will be paid on actual net export generation figures recorded at 33 KV metering point. The rate shall be firm, fixed (as quoted for each year) and binding over the contract period. The O&M prices are inclusive of taxes, including service tax and duties as applicable on this contract (up to the last date of submission of bids). But any increase in taxes, levies / fees or newly imposed taxes, etc. as are directly applicable on the project, would be claimable against submission of documentary proof by contractor. Similarly, due credit would be given to RSMML in case of withdrawal or reduction in applicable taxes / fees / duties.

**5.19.2** The payment will be made after making all statutory deductions as applicable to such type of contracts. The rate quoted shall be deemed to be inclusive of all salaries and other cost, expenses of employees, cost of spares and consumables, cost of repair / replacement / modification of any equipment or system for the entire contract period and all other works mentioned in scope of work so as to give the quoted PCGG for complete contract period. The rates are also inclusive of tools & tackles, etc, and liabilities of every description and all risk of every kind to be taken in operation, maintenance and handing over the plant to the owner by the contractor. Owner shall not be responsible for any such liability on the contractor in respect of this contract and exclusion of applicable taxes on the date of issue of LOA at prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date. If any amount is payable to/ levied by RVPNL / DISCOM, etc, on account of low power factor or any other account of wind Plant, the same shall be deducted from the contractor's remuneration or from other due payments.

**5.19.3** All fee / charges payable to any statutory/ inspecting authority on account of inspection and operation & maintenance of wind Power Plant shall be borne by the contractor during the entire period of O&M contract.

**5.19.4** The payment will be made on quarterly basis. The Owner will be billed by the Contractor promptly following the end of quarter for power exported during such quarter, and payment will be released within 30-days from the date of the receipt of the invoice along with certified joint meter reading duly signed by RVPN/Discom and Contractor.

## **5.20 HANDING-OVER/WORK COMPLETION CERTIFICATE**

**5.20.1** On completion of O&M term, the contractor may apply to Engineer Incharge for issue of handing over and/or work completion certificate and the same will be issued within two months of handing over in all respects after verifying from the document and tests and satisfying that O&M has been completed in accordance with details set in control documents and prudent utility practices. While handing over the plant contractor shall hand over all technical documents, literature, and instruction manuals, lists of spare part & tools & tackles. Contractor will also hand over all the relevant record/documents

**5.20.2** All the aforesaid safeguards /rights provided for the company shall not prejudice its other rights/remedies elsewhere provided herein and/or under law.

## **5.21 Final Payment**

**5.21.1** Whenever, in the opinion of the Engineer-in-charge the Contractor has completely performed the contract on his part, the Engineer in-charge will so certify in writing to the Contractor.

**5.21.2** The final payment to the Contractor shall be made after accounting for all the previous payments/advances/adjustments of dues, provided always that Contractor furnishes a "NO claim - No dues certificate" and indemnification bond. The release of final payments does not relieve the Contractor from his any other obligations as provided for in the contract.

**5.21.3** The company shall be deducting statutory taxes at source as per prevailing rates from bills of the Contractors.

## ANNEXURE – A

### Procedure for calculating Power Curve Guaranteed Generation (PCGG) for RSMML Wind farm Project in the State of Rajasthan.

1. Every month the recorded wind data from the Met Mast located in nearby area will be downloaded by M/S Suzlon's representative in presence of RSMMLs representative. Monthly Wind data shall be provided to contractor on quarterly basis.
2. From the met mast data for one month, site air density will be calculated as given in the Annexure A.2. Then Gross Energy Generation shall be estimated applying standard power curve (S-88 Suzlon WEG for phase VIII ,S-70 Suzlon WEG for phase VI and S66 Suzlon WEG for Phase VIA to the frequency distribution table for the particular month.
3. Now the correction factors as detailed below shall be applied on the gross estimated generation to arrive at the net estimated generation of the total wind farm.

$$\text{NEG} = (\text{GEG}) \times (\text{A}) \times (\text{M}) \times (\text{DC})$$

Where:

NEG= Net estimated generation

GEG= Gross estimated generation

A=Array efficiency =85%

M=Machine availability=95% or actual whichever is higher.

DC=Density correction factor taking standard density.

4. The actual generation at WTG controller of all WTGs summed for total wind farm at 95% grid.
5. The same procedure will be repeated for 12 months. The report shall be submitted on half yearly basis.
6. The difference in the summation of estimated generation of the wind farm and actual generation at WTG Controller at 95% grid for 12 months will be done to arrive at the cumulative difference for the period of one year.
7. Similarly, the cumulative difference for the remaining block period shall be calculated on yearly basis.
8. At the end of the block period, yearly difference in generation as calculated above is summed up to arrive at the net difference in the generation for the block period.
9. If the difference is within 10% of the cumulative estimated generation for each block of 3, 3, 3, 3 & remaining period, then this PCGG shall be considered as fulfilled for that block period.
10. The above procedure will be done for all block periods. The first block of 3 years period shall be counted from start of work.

Annexure A.2

**Air Density Calculation**

Month :

$r = P/RT$

$r$  = Atmospheric pressure air density in kilograms / meter<sup>3</sup>.  
 $P$  = Pressure in Pascals (i.e. Newton / meter<sup>2</sup>)  
 $R$  = Gas constant for air. (287 Joules/ kilogram - degree kelvin)  
 $T$  = Temperature in kelvin ( 273 + degree c)

As per the present months data

$P$  =  
 Temp =

Site Air Density for the month \*\*\*\*\*

Annexure A.3 - for each WTG

Customer: RSMML  
 Meter Location:  
 Meter Make:  
 Meter Serial no:  
 Multiplying Factor:  
 For Month  
 Date

Sr. No.	Parameters	Initial Reading	Final Reading	Difference	Multiplying Factor	Total
1	Export	C	D	$E = (D - C)$	M	$U = E * M$
2	Import	P	Q	$R = (Q - P)$	M	$V = R * M$

Net Generation at LT Meter of each WTG :  $Z = (U - V)$   
 Grid Availability : S %  
 Generation at 100% grid  $G = (Z/S) * 100$



**(To be filled in BOQ-1on line)  
SCHEDULE OF PRICE – I  
(For phase-VIII, 31.5 MW)  
Price Bid**

	<b>O&amp;M Charges inclusive of all applicable taxes, duty, Levies, service tax etc. to be quoted by the Bidder on per net export generation units basis for comprehensive Operation and maintenance inclusive of required insurance premium.</b>			<b>O&amp;M charges (in Paisa. Per unit)</b>	
				<b>In Fig.</b>	<b>In Words</b>
	Comprehensive Maintenance and Operation of wind Power Plant, its Control Room and Others, 33kV Power Evacuation Arrangements and all other works as per scope of work & as per specification & term and conditions of the Tender	1 <sup>st</sup>	Year		
		2 <sup>nd</sup>	Year		
		3 <sup>rd</sup>	Year		
		4 <sup>th</sup>	Year		
		5 <sup>th</sup>	Year		
		6 <sup>th</sup>	Year		
		7 <sup>th</sup>	Year		
		8 <sup>th</sup>	Year		
		9 <sup>th</sup>	Year		
		10 <sup>th</sup>	Year		
		11 <sup>th</sup>	Year		
		12 <sup>th</sup>	Year		
		13 <sup>th</sup>	Year		
		14 <sup>th</sup>	Year		
	<b>( up to 31.03.2030)</b>	15 <sup>th</sup>	Year		

**This O&M charge shall include cost of all items of work included in the scope of work and other heads as stipulated in the tender document, rates are to be inclusive of spares, manpower, insurance, service tax and all other expenses of the contractor which will be required for Comprehensive Maintenance and Operation of wind Power Plant.**

**The aforesaid contract prices are inclusive of all taxes and duties including service tax which is 14.5% at present.**

**Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken.**

**Lowest bidder will be determined as per clause no.5.3.2 of tender document.**

**Signature of Bidder**

(To be filled in BOQ-2 on line)  
**SCHEDULE OF PRICE – II**  
 (For phase-VI, 15.0 MW)  
**Price Bid**

	O&M Charges inclusive of all applicable Taxes, Duty, Levies, service tax etc. to be quoted by the Bidder on per net export generation units basis for comprehensive Maintenance and Operation inclusive of required insurance premium.			O&M charges (in Paisa. Per unit)	
				In Fig.	In Words
	Comprehensive Maintenance and Operation of wind Power Plant, its Control Room and Others, 33kV Power Evacuation Arrangements and all other works as per scope of work & as per specification & term and conditions of the Tender	1 <sup>st</sup>	Year		
		2 <sup>nd</sup>	Year		
		3 <sup>rd</sup>	Year		
		4 <sup>th</sup>	Year		
		5 <sup>th</sup>	Year		
		6 <sup>th</sup>	Year		
		7 <sup>th</sup>	Year		
		8 <sup>th</sup>	Year		
		9 <sup>th</sup>	Year		
		10 <sup>th</sup>	Year		
		11 <sup>th</sup>	Year		
	( up to 30.09.2027)	12 <sup>th</sup>	Year		

This O&M charge shall include cost of all items of work included in the scope of work and other heads as stipulated in the tender document, rates are to be inclusive of spares, manpower, insurance, service tax, tie up with pooling station and all other expenses of the contractor which will be required for Comprehensive Maintenance and Operation of wind Power Plant.

The aforesaid contract prices are inclusive of all taxes and duties including service tax which is 14.5% at present.

Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken.

Lowest bidder will be determined as per clause no.5.3.2 of tender document.

Signature of Bidder

**(To be filled in BOQ-3 on line)  
SCHEDULE OF PRICE – III  
(For phase-VI A, 7.5 MW)  
Price Bid**

	O&M Charges inclusive of all applicable Taxes, Duty, Levies, service tax etc. to be quoted by the Bidder on per net export generation units basis for comprehensive Maintenance and Operation inclusive of required insurance premium.			O&M charges (in Paisa. Per unit)	
				In Fig.	In Words
	Comprehensive Maintenance and Operation of wind Power Plant, its Control Room and Others, 33kV Power Evacuation Arrangements and all other works as per scope of work & as per specification & term and conditions of the Tender	1 <sup>st</sup>	Year		
		2 <sup>nd</sup>	Year		
		3 <sup>rd</sup>	Year		
		4 <sup>th</sup>	Year		
		5 <sup>th</sup>	Year		
		6 <sup>th</sup>	Year		
		7 <sup>th</sup>	Year		
		8 <sup>th</sup>	Year		
		9 <sup>th</sup>	Year		
		10 <sup>th</sup>	Year		
		11 <sup>th</sup>	Year		
		12 <sup>th</sup>	Year		
	<b>( up to 31.03.2028)</b>	13 <sup>th</sup>	Year		

This O&M charge shall include cost of all items of work included in the scope of work and other heads as stipulated in the tender document, rates are to be inclusive of spares, manpower, insurance, service tax, tie up with pooling station and all other expenses of the contractor which will be required for Comprehensive Maintenance and Operation of wind Power Plant.

The aforesaid contract prices are inclusive of all taxes and duties including service tax which is 14.5% at present.

Where there is discrepancy between the amounts in figures and in words, the lower of the two would be taken.

Lowest bidder will be determined as per clause no.5.3.2 of tender document.

Signature of Bidder

**LETTER OF SUBMISSION OF TENDER**  
**(on letter head)**

FROM:

---

To: Advisor & Head ( Projects)  
Rajasthan State Mines & Minerals Ltd.,  
4, Meera Marg, Udaipur-313001

Sub: Tender for the work of "comprehensive Operation & Maintenance (O&M) of the wind power projects of RSMML in Distt. Jaisalmer of Rajasthan)":

**Option A (For 31.5 MW wind power project- Phase VIII).**

**Option B (For 15.0 MW wind power project – Phase VI ).**

**Option C (For 7.5 MW wind power project – Phase VI A).**

**Option D (For all above (31.5MW, 15.0 MW & 7.5 MW) wind power projects).**

Ref: Tender No. RSMML/CO/PROJ/Wind Power /15-16/463 Dated: 20.11.2015

Dear Sir,

1. I/We possessing requisite competence, resources, experience, skill & expertise, hereby tender my/our bid for execution of the above work as mentioned in the tender document. I/We have carefully examined the documents connected with the above mentioned work and agree to abide by the same.
2. I/We agree to complete the contract at the schedule of rates quoted by me/us for the work in accordance with all the terms & conditions of the Tender Document.
3. I/We agree to complete the contract as per terms and conditions as mentioned in the tender document. In case of failure on my/our part, I/We shall pay compensation to the Company as per the provisions and stipulation as contained in the terms and conditions of the tender documents.
4. I/We have deposited Earnest Money as per NIT in the form of DD in favor of RSMML payable at Udaipur, particulars thereof are mentioned herein below. I/We further agree to furnish the Security deposit and accept all the terms and conditions laid down in the Tender Document in this respect.

**Details of DD:-----**

5. In the event of acceptance of our tender, I/We hereby agree to abide by and fulfill all terms and conditions referred to in the tender document including price bid and in case of any default thereof the company shall have the right to forfeit the EMD and/or security deposits, or pay to the company or it's successors or it's authorized nominee such sums of money as stipulated in the conditions contained in the tender documents.
6. I/we enclose documentary proof of requisite document as specified in the tender documents.
7. I/We am/are fully aware of the statutes/laws/rules in connection with working at the site. I/We agree to abide by the applicable statutory provisions.
8. I/We hereby confirm that Price Bid (Part II) of the tender contains no stipulation/counter conditions.
9. I/We agree to accept the decision of the Company in respect of pre-qualification of my/our bid and accordingly submitting all relevant documents related to fulfillment of pre-qualifying criteria.
10. We hereby declare that the decision of the RSMML management in selection/rejection of the tender/contractor shall be acceptable and binding on me/us.

Date, the \_day of, \_\_ 20....

Signature of tenderer(s)  
With the seal of the firm.

Witness Name in Block Letters: Full Address

**TECHNO COMMERCIAL OFFER**

**RAJASTHAN STATE MINES AND MINERALS LTD.**

**(A Government of Rajasthan Enterprise)**

**UDAIPUR**

**General Information about the Tenderer**

Name and address of Tenderer			
Name of Contract Person with Phone/Fax No./E-Mail			
Whether Individual, Firm or Company			
Date of Incorporation (Enclose Partnership Deed/Certificate of incorporation)			
Name of Owner/Partners/Directors			
Turnover (in Lac.Rupees)	<b>12-13</b>	<b>13-14</b>	<b>14-15</b>
Name & Address s of Banker(s)			
PAN No,			
Service Tax Registration No.			
PF Account number			
If tenderer is in any other business also Please specify			
Others (specify)			

**(Signature of Tenderer with seal)**

**PROFORMA FOR LIST OF EQUIPMENT, SPARES, SPECIAL TOOLS AND TACKLES TO BE MAINTAINED AT SITE OFFICE**

<b>S.N.</b>	<b>Description</b>	<b>Quantity</b>

**Note:**

1. A separate sheet may, if required, be used for giving the details in the Performa mentioned above.

The sheet shall be duly signed and attached to the bid

**Signature and seal of bidder**



**LIST OF SIMILAR JOBS HANDLED**  
(To be furnished by the bidder)

S.N.	Clients Name, Address & Telephone/Fax Numbers	Details of Work & Place	Value of Work (Rs.)

► **Note:**

1. Furnish work order, performance reports, completion report or any other authentic supporting document.
2. Furnish latest performance reports from Clients certifying the successful O&M for last three years.

**SIGNATURE & SEAL OF BIDDER**

**PROFORMA FOR EXCEPTIONS AND DEVIATIONS**

The bidder is required to stipulate the list of exceptions & deviations, if any in the proforma given below only: Any deviations given elsewhere in the offer will not be considered.

<b>S.No</b>	<b>Description of Section of tender doc / Page no.</b>	<b>Clause No.</b>	<b>Exceptions &amp; deviations with justifications</b>

Signature & Seal of Bidder

**AFFADAVIT**

(on non judicial stamp paper worth Rs10/- )

Affidavit for PF declaration in support of tender for those who do not have the PF registration no.

I .....S/o Shri ..... aged.....Years , resident of  
.....on behalf of the tenderer i.e. M/s  
.....hereby undertake oath and state as under:

- 1) That I have submitted a tender for .....
- 2) That I/We have gone through the terms & conditions of the tender document.
- 3) That the provisions of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, in respect of the employees engaged for the work, are not applicable on me / us (i.e. tenderer / contractor)/applicable on me and registration no. is-----.
- 4) That in case during the currency of the contract, I /We come under the purview of Employees Provident Fund and Miscellaneous provisions Act, 1952 including subsequent amendments & notifications, then I/We will get myself / ourselves registered with the concerned PF Commissioner.

Deponent

(Authorised Signatory)

**VERIFICATION**

I /We the above deponent make oath and state that my above statement is true and correct to my persona;  
knowledge, that no part of it is wrong, that nothing material has been concealed so help me God.

Deponent

(Authorised Signatory)

**Note: Original Notarized affidavit shall be sent to the office of Advisor & Head (Projects), RSMML,4-  
Meera marg, Udaipur-Raj-313001 along with Tender fee, processing fee and EMD.**

**AFFADAVIT**

(on non judicial stamp paper worth Rs10/- )

Tender No.....

Name of Tenderer.....

I.....S/o Shri.....aged.....Years,

resident of.....on behalf of the tenderer

i.e. M/s.....hereby undertake oath and state as under.

- (1) I / We are not having or had any litigation with the RSMML/any other company in relation to the work. In case of litigation with RSMM or any other company, I/we hereby undertake that such litigation will not restrict me/us in smooth execution of tendered work.
- (2) I/We have not been banned /suspended /de-listed by RSMML.
- (3) I/We declare that I/We have not mentioned any exception /deviation of the tender conditions in our offer other than form for exception & deviation.
- (4) I/We declare that price bid is in prescribed performa & no conditions are attached to it .Even if any conditions /s found, those would be ignored at the risk & cost of us.
- (5) That we are registered under MSMED Act & registration number of the firm is ..... (Copy enclosed) or that we are not registered under MSMED Act.
- (6) I/We do hereby declare that I/We have fully read and understood the purpose and contents of all the terms and conditions of this contract, nature, quantum, contract period and scope of work of the tender document and all terms & conditions of this tender and these are acceptable to we/us.
- (7) I/We do hereby declare that I/We have fully read & understood the provisions of Rajasthan Transparency in Public Procurement Rules 2013 & all terms & conditions mentioned herein are acceptable to us.

Signature of Tenderer(s)

(Authorized Signatory)

With Seal

Place:

Date:

**Note: Original Notarized affidavit shall be sent to the office of Advisor & Head (Projects), RSMML,4-Meera marg, Udaipur-Raj-313001 along with Tender fees, processing fees and EMD.**

**Bank Details of Tenderer for RTGS/NEFT/Online refund of EMD/payment of bills**

Sl.No.	Description	Details
1	Name of Tenderer	
2	e-mail ID	
3	Mobile no.(for SMS)	
3	Bank Account No.	
4	Banker details: α) Name β) Branch No. χ) Address	
5	Type of A/c : Saving / Current / CC/ any other	
6	IFSC code	

Name & Signature of Tenderer

with seal

**The Rajasthan Transparency in Public Procurement Act, 2012  
&  
The Rajasthan Transparency in Public Procurement Rules, 2013  
Compliance with the Code of integrity and No Conflict of Interest**

Any person participating in a procurement process shall:

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- (c) not indulge in any collusion, Bid rigging or anti competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.
- (f) not obstruct any investigation or audit of a procurement process.
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest:**

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:

- a. have controlling partners/shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of the Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.

Name & Signature of Tenderer

with seal



**The Rajasthan Transparency in Public Procurement Act, 2012  
&  
The Rajasthan Transparency in Public Procurement Rules, 2013**

**Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

In relation to my/our Bid submitted to ..... For procurement of  
..... in response to their Notice Inviting Bids No. .... Dated .....  
I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding of commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date  
Place

Signature of bidder  
Name:  
Designation:  
Address:

**The Rajasthan Transparency in Public Procurement Act, 2012  
&  
The Rajasthan Transparency in Public Procurement Rules, 2013**

The designation and address of the First Appellate Authority is –

Mines Department, Govt. of Rajasthan, Jaipur.

The designation and address of the Second Appellate Authority is –

Finance Department, Govt. of Rajasthan, Jaipur.

**(1) Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

**(4) Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procumbent;
- (b) provisions limiting participation of Bidders in the bid process;
- (c) the decision of whether or not to enter into negotiations;
- (d) cancellation of a procurement process;
- (e) applicability of the provisions of confidentiality.

**(5) Form of Appeal**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(6) Fee for filing appeal**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of Scheduled Bank in India payable in the name of Appellate Authority concerned.

**(7) Procedure for disposal of appeal**

- (a) The first Appellate Authority or Second Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and document, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:-
  - (i) hear all the parties to appeal present before him; and
  - (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.

Name & Signature of Tenderer

with seal

**Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012**

Appeal No. .... of .....  
Before the .....(first/second Appellate Authority)

1. Particular of appellant:
    - (i) Name of the appellant:
    - (ii) Official address, if any:
    - (iii) Residential address:
  2. Name and address of the respondent(s):
    - (i)
    - (ii)
    - (iii)
  3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclosed copy, or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
  4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
  5. Number of affidavits and documents enclosed with the appeal:
  6. Ground of appeal : .....  
.....  
.....(Supported by an affidavit)
  7. Prayer: .....  
.....  
.....
- Place .....
- Date .....
- Appellant's Signature

**Additional Conditions of Contract**

**1. Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

**2. Procuring Entity's Right to Vary Quantities**

- (i) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (iii) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

Name & Signature of Tenderer

with seal

ANNEXURE-VIII

**PROFORMA OF GUARANTEE BOND FOR SECURITY DEPOSIT**

(To be issued by any of public sector banks ( except SBI Bank ) , ICICI Bank, HDFC Bank & Axis Bank, having its Branch at Udaipur on non-judicial stamp paper of proper value as per stamp act prevailing in the state of Rajasthan )

B.G No.-----

Dated -----

This Deed of Guarantee made between ----- Name of Public sector bank, ICICI Bank, HDFC Bank & Axis Bank, having its registered office at and its head office at ----- and wherever the context so required include its successors and assignees (hereinafter called the Surety/Bank) AND Rajasthan State Mines and Minerals Limited, a company incorporated and registered under Indian companies Act-1956, having its registered office at C89/90 Lal Kothi Scheme, Janpath, Jaipur and Corporate office at 4 Meera Marg, Udaipur and wherever its context so required includes its successors and assignees(hereinafter called 'the company).

Whereas the Company having agreed to exempt M/s. \_\_\_\_\_ a company/partnership firm \_\_\_\_\_ (address of registered Office /HO) where ever the context so require includes its successors and assignees (hereinafter called 'the Contractor) from the demand under the terms and conditions of letter of Acceptance no \_\_\_\_\_ dated \_\_\_\_\_ issued in favour of the Contractor and agreement dated entered into between RSMML and M/s. \_\_\_\_\_ (Contractor), hereinafter called 'the said letter of Acceptance/agreement' which expression shall also include any amendment, modification or variations thereof made in accordance with the provision thereof, of cash security deposit for the due fulfillment by the said letter of Acceptance/agreement on production of unconditional and irrevocable Bank Guarantee for Rs \_\_\_\_\_ (Rs. \_\_\_\_\_) being equivalent to \_\_\_\_\_ % of Contract value of Rs. \_\_\_\_\_

Now this deed witnessed that in consideration of said bank having agreed on the request of the Contractor to stand as surety for payment of Rs. as security deposit to the company subject to the following conditions.

1. We, \_\_\_\_\_ (Bank) do hereby undertake to pay to the company as amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor of any of the terms and/or conditions contained in the Letter of Acceptance/Agreement The decision of the Company, as to any such breach having been committed and loss/damage suffered to shall be absolute and binding on us.

2. We, \_\_\_\_\_ (bank) do hereby undertake without any reference to the Contractor or any other person and irrespective of the fact whether any dispute is pending between the Company and the Contractor before any court or tribunal or Arbitrator relating thereto, to pay the amount due and payable under this guarantee without any demur, and/or protest merely on the very first demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said contractor of any of the terms and condition contained in the said Letter of Acceptance/agreement by reason of the said contractor's failure to perform the covenants contained in said letter of Acceptance/agreement. Any such demand made on the bank shall be conclusive absolute and unequivocal as regards the amount due and payable by the bank under this guarantee. However, bank's liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3. We, \_\_\_\_\_ (bank) further agree that the guarantee herein above contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the company under or by virtue of the agreement have been fully paid and its claim/s satisfied or discharged or till the company certifies that the terms and the conditions of the said Letter of Acceptance/agreement have been fully and properly carried out by the said contractor and accordingly discharges the guarantee, unless a demand or claim under this guarantee is made on the bank in writing on or before ( scheduled completion date, plus six months), the bank shall be discharged from all liability under this guarantee thereafter unless otherwise further extended by the bank.



4. In order to give full effect to the guarantee herein contained the company shall be entitled to act as if, we(bank) are your principal debtor in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any which are in any way inconsistent and/or contrary to the above or any other provision of this guarantee, the bank's guarantee to pay hereunder will not be determined or affected by your proceeding against the Contractor and the bank will be liable to pay the said sum as and when demanded by you merely on first demand being made on the bank by you and even before any legal or other proceedings taken against the contractor. Any letter of demand delivered at the bank's above branch/divisional office or Udaipur branch office under the signatures of the company's Financial Advisor and/or Advisor & Head ( Projects)/GM (Project) or any of the Directors shall deemed to be sufficient demand under this guarantee.

5. We, \_\_\_\_\_ (bank) further agree that the company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Letter of Acceptance/agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor and to forbear or enforce any of the terms and conditions relating to the Letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any fore bearance act, or omissions on the part of the company or any indulgence of the Company to the said Contractor or by any such matter or things whatsoever which under the law relating to the sureties would but for this provisions have effect of so relieving us.

6. This guarantee herein contained would come into force from the date of issue and would not be affected by any change in the constitution of the contractor or ourselves or liquidation or winding up or dissolution or insolvency of the contractor nor shall it be affected by any change in company's constitution or by any amalgamation or any absorption thereof or therewith but shall ensure for and be available to and enforceable by absorbing or amalgamated company or concern till the payment or amount not exceeding Rs. \_\_\_\_\_ is made by the Bank.

7. The guarantee will not be discharged or affected if the Company holds/obtain any other security/guarantee/promissory note from any person and/or the contractor and this guarantee shall be in addition to any such guarantees.

8. We, \_\_\_\_\_ (Bank) lastly undertake not to revoke this guarantee during this currency except with the previous consent of the company in writing.

9. The bank has power to issue this guarantee in favour of the Company and the undersigned has full powers to do so under power of Attorney dated \_\_\_\_\_ granted to him by the bank.

10. For the purpose of enforcing legal rights in respect of this guarantee Udaipur courts in the state of Rajasthan alone shall have exclusively jurisdiction only.

IN WITNESSETH I, HEREBY \_\_\_\_\_ SON OF \_\_\_\_\_ (designation)  
\_\_\_\_\_(branch) \_\_\_\_\_ constituted attorney of the said bank have set my signatures  
and bank seal on this guarantee which is being issued on non-judicial stamp of proper value as per Stamp Act  
prevailing in the state of \_\_\_\_\_ executed at \_\_\_\_\_ this the day \_\_\_\_\_ of \_\_\_\_\_