



# RAJASTHAN STATE MINES & MINERALS LTD

(A Government of Rajasthan Enterprise)

## PROJECTS DIVISION

Corporate Office: 4, Meera Marg, Udaipur - 313 004, Rajasthan, INDIA

URL: [http:// www.rsmml.com](http://www.rsmml.com)

CIN U14109RJ1949SGC000505

GSTIN 08AAACR7857H1Z0



No:RSMM/CO/PROJ/2019-20/

Dated 06.03.2020

### CORRIGENDUM-2

Tender Ref No : e-tender no RSMML/CO/PROJ/Wind Power/2019-20/416 dated 09.01.2020

Subject : Repairs of WEGs & Comprehensive operation & maintenance of Phase V ( 15 MW)  
Wind Power Project at Jaisalmer ( Rajasthan)

With reference to the above referred tender , kindly note the following amendments to the extent given below.

S.No	Clause No	Page No	Description as per tender document	Redrafted Clause /Amendment
1	--	7	<p><b>Power curve based Guaranteed Generation (PCGG) per year</b></p> <p>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.</p> <p>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 at Phase V wind farm site. Only Grid availability factor shall be considered for corresponding less generation subject to production of Proof from DISCOM/RRVPL, while it would be the responsibility of the bidder to achieve minimum 95% machine availability and quoted array efficiency throughout the contract period.</p>	This clause is deleted from tender document.
2	3.34	12	<p>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</p>	<p>Tenderer must upload the documents 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 documents/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</p>

6/3/2020



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			Techno-commercial bid and should also record the date.	record the date.
3	4.4	17	<p><b>Security Deposit:</b> The successful tenderer shall furnish a Security Deposit of Rs 80 Lacs (Eighty Lacs). If compensation for shortfall in generation in block period is more than security deposit than security deposit is to be enhanced suitably for the next block period.</p>	<p>The following two nos BGs shall be provided by the contractor. (a) BG for 5% value of repairs &amp; material cost with the validity of 6 month or till the restoration whichever is latter shall be provided within 30 days of issuance of DLOA.. (b) 5% BG of total O&amp;M value i.e. Rs 56 Lacks. shall be provided.</p>
4	4.5	17	<p>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/Detailed Letter of Acceptance(DLOA), for due fulfilment of all or any of the terms &amp; 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 bank (Except SBI) /ICICI/AXIS/HDFC Bank, having its branch at Udaipur on non judicial stamp paper of appropriate value as applicable at the time of submission of BG. 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.</p>	<p>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/Detailed Letter of Acceptance(DLOA), for due fulfilment of all or any of the terms &amp; 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 bank (Except SBI) /ICICI/AXIS/HDFC Bank, having its branch at Udaipur on non judicial stamp paper of appropriate value as applicable at the time of submission of BG. No amendment in this format shall be acceptable to the company. <i>The BG for the O&amp;M of the wind farm</i> 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 one 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.</p>
5	4.6	17	<p>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 &amp; No Dues Certificate" and indemnification in favour of the Company.</p>	<p><i>The BG for the O&amp;M of the wind farm</i> 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 &amp; No Dues Certificate" and indemnification in favour of the Company.</p>

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6	4.21	19	<p><b>PATENTS/COPY RIGHT/TRADE MARK</b> 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.</p>	This clause is deleted from tender document.
7	4.53	23	<p><b>FORCE MAJEURE:</b> 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.</p>	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, <i>Any substantial issue which is not attributable to the contractor and hinders the performance of the contractor but it needs to be supported with proper document/correspondence/letters i.e. with District Administration &amp; Police etc.</i> 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 30 days of the happening of the event. In case it is not possible to serve the said notice within the said period of 30 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 60 days both the parties shall consult each other and decide about the future course of action regarding the contract.
8	4.60	24	The Company shall also have the right to proceed	The Company shall also have the right to

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			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.	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 15 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.
9	4.67 , 4.68 & 4.69	25	<p><b>INTELLECTUAL PROPERTY:</b></p> <p><b>Indemnity Against Infringement-</b>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.</p> <p><b>Conduct of Proceedings-</b>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.</p> <p><b>Infringement Preventing Performance-</b>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.</p>	All these clauses are deleted from tender document.
10	5.7.8	29	The existing met mast shall be maintained by the contractor at his own cost. The met mast sensors & recording instruments etc for wind speed & other parameters etc shall be replaced with new latest instruments / devices with all required hardware , software. The Wind data from the above met mast shall be downloaded monthly by the contractor in	The existing met mast shall be maintained by the contractor at his own cost. The met mast sensors & recording instruments etc for wind speed & other parameters etc shall be replaced with new latest instruments / devices with all required hardware , software. The Wind data from the above met mast shall be downloaded

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			presence of RSMML representative and data downloading report shall be jointly signed by RSMML & the contractor. The downloaded wind data etc shall be provided to RSMML in readable format along with PCGG estimation on monthly basis.	monthly by the contractor in presence of RSMML representative and data downloading report shall be jointly signed by RSMML & the contractor. The downloaded wind data etc shall be provided to RSMML in readable format on monthly basis.
11	5.10.9	30	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	All preventive and annual maintenance shall be carried out preferably before monsoon during low wind speed season but contractor shall inform to the owner for major preventive and annual maintenance in order to club with the EB planned shutdown schedule if found practical.
12	5.17.6	34	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.	Fire and allied perils including earthquake, flood, storm, cyclone, tempest and burglary, insurance policy shall be taken by the owner and yearly premium shall be paid by owner but the contractor shall take all required actions along with follow up with insurance company & survey work etc so that claims get settled quickly.
13	5.17.9	34	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 from the insurance company.	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 such damage /event , RSMML will provide the only claim amount received from the insurance company to the contractor .
14	5.18.1	34	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.	This clause is deleted from tender document.
15	5.19.3	35	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.	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 <i>owner subject to furnishing of documentary evidence by the contractor</i> during the entire period of O&M contract.
16	5.5	28	<b>Term/Period</b> The Contractor shall be responsible for repairing of 12 Nos WEGs and comprehensive operation and maintenance of the wind power plant ( Phase V-15 MW ) for a period up to 30.09.2026 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. The repairs of WEGs ( 12 Nos ) & put the above	<b>Term/Period</b> The Contractor shall be responsible for repairing of 12 Nos WEGs and comprehensive operation and maintenance of the wind power plant ( Phase V-15 MW ) for a period up to 30.09.2026 from the date of start of work. The repairs of WEGs ( 12 Nos ) & putting the above machines in operation shall be completed in all respect within a period of three months from the

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			<p>machines in operation shall be completed in all respect within a period of three months from the date of issue of DLOA/Work order .</p> <p>Contractor shall start the work within 30-days of date of issue of LOA/DLOA.</p>	<p>date of issue of DLOA/Work order .</p> <p>Contractor shall start the work within 30-days of date of issue of LOA/DLOA.</p>
17	5.15	32 , 33	<p><b>Power curve based Guaranteed Generation:</b></p> <p>The bidder shall be required to give PCGG for entire contract period after three months from the date of issuance of DLOA/Work order. 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. Only grid availability factor shall be considered for corresponding less generation , while it would be the responsibility of the contractor to achieve quoted array efficiency throughout the contract period &amp; minimum 95 % machine availability. The procedure for calculation of PCGG has been defined at Annexure A.</p> <p>To calculate PCGG certified power curve of respective machines will be considered &amp; power curve is provided at annexure B. The net estimated generation ( PCGG) shall be quoted by the bidder in Bid response sheet no 2.</p> <p>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.</p> <p>The PCGG has to be unconditional except for DISCOM/RRVNL grid constrains if DISCOM/RRVNL grid availability is less than 95% on yearly basis subject to production of proof from DISCOMS/RVNL then due credit in the form of lull hours will be allowed in computation of the PCGG.</p>	<p>All these clauses are deleted from tender document along with Annexure -A, A-2 , A-3 &amp; Bid response sheet no2.</p>
18	5.16.1	33	<p>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 period. A block period shall consist of three years</p>	<p>This clause is deleted from tender document.</p>

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			starting after three months from the date of issuance of DLOA/Work order. The next block period shall commence immediately after completion of 1st block period and so on. Shortfall is the difference of calculated PCGG ( 25 WEGs) after allowing variation of 10% on lower side and actual generation achieved at low voltage i.e. Controller generation at wind electric generators in a block period. 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.	
19	5.16.2	33	However, the PCGG shall be computed on yearly basis starting after three months from the date of issuance of DLOA/Work order. The procedure for computing the PCGG and collecting wind data is given in the tender document at Annexure 'A'.	This clause is deleted from tender document.
20	5.16.3	33	For a particular block period, the highest rate of sale of power as per PPA to RVPNL/DISCOM applicable for phase V wind power project of RSMML shall be applicable for calculating the compensation on account of shortfall in generation as per relevant PCGG clause no 5.15 in the tender . Applicable GST on compensation shall also be recovered from the contractor. The compensation shall be recovered from the due O&M payments and / or from the available Security deposit.	This clause is deleted from tender document.
21	5.19.2	34,35	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	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 works. 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

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			remuneration or from other due payments.	remuneration or from other due payments.
22	New clause no 5.15 of tender document.			<p><b>Minimum Machine Availability Guarantee:</b> Contractor to ensure minimum 95% machine availability for the wind farm on annual basis through out the Operation &amp; maintenance contract period. For operation &amp; maintenance of WEG , 95% machine availability shall be reckoned as the annual average machine availability of entire wind farm of rated capacity 15 MW. "Machine availability" shall mean the ratio of actual number of annual hours for which the WEGs are in a state of complete readiness to generate power subject to the grid availability and all other parameters referred hereunder, to the total number of hours available annually ( i.e. 8760 Hours) . Machine availability shall be calculated as follows: %Machine availability = No of Machines * Recorded hours*100 /No of Machines * (8760-(GF+FM)) Where recorded hours = ( 8760-(GF+FM+S+U) 8760= Number of total hours for a machine in an year ( i.e. 24X365 days) GF= External Grid failure Hours ( Grid failure beyond DISCOM metering point) FM= Force Majeure Hours. S=Scheduled Maintenance hours for a machine. U= Unscheduled or Forced maintenance Hours for a machine. Machine availability shall be considered as 95% on annual basis . Any penalty regarding lower availability of machine shall be governed accordingly on annual basis.</p>
23	New clause no 5.16 & 5.16.1 of tender document.			<p><b>Compensation for decrease in machine availability &amp; Repairs of WEGs.</b> Contractor shall provide penalty linked to machine availability , for an amount equal to @ 2% of annual O&amp;M charges for every 1% or part thereof decrease(fall) in annual average machine availability of the wind farm subject to total liability on account of non availability of machine limited to 100% of the annual O&amp;M charges. Applicable GST on compensation shall also be recovered from the contractor. The compensation shall be recovered from the due O&amp;M payments and / or from the available Security deposit.</p>
24	New clause no 5.19.7 of tender			<p>For repairs of 12 Nos WEGs &amp; providing other equipments/ material as per part II of bid response sheet no I , the 50% payment shall be made on receipt of material at site and on</p>

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Fax: 0294-2428770

Email: project.rsmml@rajasthan.gov.in

Phone: 0294-2428738/  
0294-2428744



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	document		submission of invoice , delivery challan & GR and verification by the RSMML engineer at site. The balance 50% payment shall be made after successful start of generation from the WEG.
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The redrafted clauses/ amendments as above will also be the part of the tender document.

The duly signed Corrigendum-2 is also to be uploaded alongwith tender document.

Yours faithfully

  
(P.R. Prajapat) 6/3/2022

General Manager ( Projects)