

**Request for Proposal (RFP) for selection
of Contractor for comprehensive O&M
for GMDC's 50 MW wind power project
at Rojmal, Gujarat**



RFP No: GMDC/WIND/ROJMAL/46/2022-23

**Gujarat Mineral Development Corporation
Limited**

**Khanij Bhavan, 132-Ring Road, Gujarat University Ground,
Vastrapur, Ahmedabad- 380052**

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Table of Contents

Disclaimer.....	6
Part 1: Introduction	7
Part 2: Terms of reference / Scope of work.....	8
1. Definitions of the terms and conditions of the RFP	8
1.1. Definitions.....	8
1.2. Interpretation.....	12
1.3. Law, language, and measurements	12
1.4. Stamp duty and similar charges	13
1.5. Commencement of Contract	13
1.6. Contractor's use of Owner's documents.....	13
1.7. Confidential details.....	13
2. Appointment of the Contractor	13
2.1. Appointment terms.....	13
2.2. Duration of the Contract.....	14
3. Responsibilities of the Contractor	14
3.1. Scope of operations and maintenance Contract (Services).....	14
3.2. Provision of spares and consumables (Supply).....	18
3.3. Standards for performance of obligations.....	19
4. Responsibilities and rights of the Owner	20
4.1. Responsibilities of the Owner.....	20
4.2. Rights of the Owner	21
5. Operations and maintenance performance measurement	22
5.1. Key performance indicators	22
5.2. Penalties for performance shortfall.....	24
5.3. Incentives for superior performance	25
5.4. Compensation for generation loss due to Right of Way (RoW) issues.....	25
5.5. Overall ceiling on penalties and incentives for performance	26
6. Personnel and representatives	26
6.1. Deployment of workforce on-Site	26
6.2. Representatives of the Contractor.....	27
6.3. Representatives of the Owner.....	27

7.	Reporting and audit requirements	28
7.1.	Performance reports to be submitted	28
7.2.	Records to be furnished.....	28
8.	Insurance	29
8.1.	Insurance to be obtained by the Contractor.....	29
8.2.	Insurance to be obtained by the Owner.....	29
8.3.	Disclosure.....	30
8.4.	General provisions on insurance.....	30
9.	Responsibility matrix for operations and maintenance of the asset	31
10.	Payment of Operations and Maintenance Charges	32
11.	Termination of the Contract	32
11.1.	Defaults by either Party.....	32
11.2.	Defaults by Contractor	33
11.3.	Defaults by Owner	33
11.4.	Termination at Owner’s convenience	33
12.	General terms and conditions	33
12.1.	Force majeure.....	33
12.2.	Bribes	35
12.3.	Indemnification.....	35
12.4.	Contractor’s care of works	38
12.5.	Claims, disputes, mutual settlement, and arbitration	38
12.6.	Representations and warranties.....	40
12.7.	Enforcement of terms.....	42
12.8.	Miscellaneous	42
Part 3:	Instructions to Bidders	44
1.	Introduction	44
1.1.	Bidding process overview	44
1.2.	Due diligence	44
1.3.	Acknowledgement by Bidder.....	45
1.4.	Cost of Bidding	45
1.5.	RFP Fee	45
1.6.	Schedule of Bidding	46
2.	Bid requirements	47
2.1.	Bid validity.....	47

2.2.	Number of Bids by Bidder	47
2.3.	Governing law and jurisdiction	47
2.4.	GMDC's right to accept and reject any Bids or all Bids.....	47
2.5.	Earnest Money Deposit (EMD) / Bid Security	48
3.	Pre-Bid activities	49
3.1.	Content of the RFP	49
3.2.	Clarification to RFP document.....	49
3.3.	Pre-Bid meeting	50
3.4.	Amendment of Bidding documents	50
4.	Preparation and submission of Bids	50
4.1.	Language of Bid.....	50
4.2.	Bid currency.....	50
4.3.	Format and signing of Bid	51
4.4.	Sealing and marking of Bids	51
4.5.	Bid submission date	52
4.6.	Late submission	53
4.7.	Modification and withdrawal of Bids	53
5.	Bid evaluation criteria	53
5.1.	Pre-qualification criteria.....	53
5.2.	Technical Score	55
5.3.	Financial Score	57
5.4.	Composite score	58
6.	Bid evaluation process	58
6.1.	Opening of technical Bid	58
6.2.	Evaluation of technical Bid	58
6.3.	Evaluation of Price Bid	59
6.4.	Determination of composite score	60
6.5.	Clarification of Bids and request for information	60
6.6.	Verification and disqualification	60
6.7.	Contacts during Bid evaluation.....	61
6.8.	Correspondence with Bidder	61
6.9.	Confidentiality	61
7.	Appointment of Contractor	62
7.1.	Notification of award	62
7.2.	Signing of agreement.....	62

7.3.	Performance Security	62
7.4.	Commencement of work	63
7.5.	Proprietary data	63
7.6.	Tax liability	64
8.	Fraudulent and corrupt practices	64
9.	Conflict of interest	65
Part 4:	Annexures	67
	Annexure 1: Letter of Bid submission	68
	Annexure 2: Bidder’s experience and credentials	69
	Annexure 3: Declaration of workforce capabilities.....	71
	Annexure 4: Comments and suggestions on the terms of reference / scope of work	72
	Annexure 5: Revenue and net worth statement	73
	Annexure 6: No blacklisting certificate	74
	Annexure 7: Format for Power of Attorney	75
	Annexure 8: Undertaking	76
	Annexure 9: Indicative format of Price Bid	77
	Annexure 10: Format for Bank Guarantee towards EMD	79
	Annexure 11: Format for Bank Guarantee towards Performance Security	82
	Annexure 12: List of approved banks for EMD, RFP Fee and Performance Security	85
	Annexure 13A: Checklist for documents required towards payment	89
	Annexure 13B: Sample format for reports to be submitted towards payment.....	90

Disclaimer

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd(GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders interested in providing comprehensive O&M services to GMDC for the 50 MW wind power project in Rojmal, Gujarat.

It is hereby clarified that this RFP is not an agreement, and the purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals/Bids. While the RFP has been prepared in good faith with due care and caution, GMDC does not accept any liability or responsibility for the accuracy, reasonableness, or completeness of the information, or for any errors, omissions, or misstatements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied, or referred herein. This RFP may not be appropriate for all persons. It is not possible for GMDC to consider the investment objectives, financial situation and particular needs of each Proposer/Bidder who reads or uses this RFP. Each Proposer/Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources.

Bidder should carefully examine and analyze the RFP and bring to the notice of GMDC any error, omission, or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to the captioned subject, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and / or arrangement relating to the captioned subject. GMDC and its employees make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of the information contained in the RFP or in any material on which this RFP is based or with respect to any written or verbal information made available to any Proposer or its representative(s).

GMDC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements. GMDC reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any Party submitting a Proposal. No reimbursement of cost of any type will be paid to persons, entities submitting a Proposal/Bid.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GMDC, or any other costs incurred in connection with or relating to its Bid, regardless of the conduct or outcome of the Bidding process.

Part 1: Introduction

Background about GMDC

Gujarat Mineral Development Corporation Ltd (GMDC) is a leading state-owned mining and minerals company in the western Indian state of Gujarat with operational experience spanning nearly 50 years. GMDC is a zero-debt company listed on national and Bombay Stock Exchanges. The Government of Gujarat (GoG) disinvested 26% stake to the public shareholders vide an IPO in 1997 while the balance ownership is held by the Government of Gujarat.

GMDC's product portfolio spans across mining, value added products, and power, with mining activities spread across the state of Gujarat in districts Kutch, Devbhoomi Dwarka, Panchmahal, Vadodara, Bhavnagar, Bharuch, Surat and Chotaudepur. It currently mines Lignite from five operational mines, with five upcoming mines in the pipeline, and other minerals including Bauxite, Fluorspar, Manganese, Ball Clay, Silica Sand, Bentonitic Clay, and Limestone. It provides value added services through works such as Pyrite removal from Lignite, Beneficiation of Bauxite, low-grade Manganese, and Fluorspar.

To leverage its experience in mining operations, GMDC has set up a diversified power portfolio with forward integration into a 250 MW lignite-based thermal power plant in Nani Chher, Gujarat, and clean energy sources including 200.9 MW of Wind power assets in Maliya, Jodiya, Gorsar, Bhanvad, Bada, Varvala, Rojmal, and a 5 MW Solar power project in Panandhro.

Site location details

GMDC owns a 50 MW wind asset in Rojmal. The project comprises of 25 WTGs of 2 MW capacity each located in Jasdan, Babra, Gadhada, and Amreli districts. The WTGs are connected to apooling substation which is subsequently connected to the GETCO Amreli substation. The nearest city to the Site is Rajkot.

Context of the RFP

GMDC had selected the OEM as a partner for EPC and operations of the asset. Currently the asset is being operated and maintained by the OEM which has been facing challenges over past few years.

GMDC is looking for a service provider for comprehensive O&M of the asset and is inviting Bids from bona fide and experienced Contractors of financial standing, reputation, and providing O&M services to Wind assets across India, for the following job:

Name of work:	Request for Proposal (RFP) for selection of Contractor for comprehensive O&M for GMDC's 50 MW wind power project at Rojmal, Gujarat
RFP no.:	GMDC/WIND/ROJMAL/46/2022-23

Part 2: Terms of reference / Scope of work

1. Definitions of the terms and conditions of the RFP

1.1. Definitions

For the purpose of the Contract, the following words and expressions in this section shall have the respective meanings set forth below:

“Applicable Laws” shall mean all laws, treaties, ordinances, rules, regulations applicable in India and amendments, re-enactments, revisions, applications, and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any Governmental Instrumentality, court or statutory or other body having jurisdiction over construction of the Facility on the Site, performance of the Work or supply of Goods, operation and maintenance of the Facility, including Applicable Permits, as may be in effect at the time of performance of work or supply of Goods hereunder by the Contractor, which time would include Latent Defects Period as appropriate, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the Contract hereto, the standard set forth in the Contract hereto shall be deemed to be the standards under Applicable Laws.

“Applicable Permits & Clearances” shall mean any and all Permits, Clearances, Authorizations, consents, licenses (including without limitation any import or export licenses), lease, ruling, exemption, filing, agreements, or approvals, required to be obtained or maintained in connection with construction of the Facility on the Site, performance of Work, and the operation of the Facility respectively by the Contractor and the Owner in accordance with the Contract and their maintenance, as may be in effect at the time of Contractor’s supply of Goods hereunder; which time would include Latent Defects Period as appropriate.

“Approval” shall mean the written approval of the Owner and of the statutory authorities, wherever such authorities are specified by any codes or otherwise.

“Arbitration Act” shall mean Arbitration and Conciliation Act, 1996, or any amendment or re-enactment thereof.

“Authorization” shall mean approvals required under Applicable Law.

“Bid” shall mean the offer of the Contractor to the Owner in response to the Bid Enquiry

“Bidder” shall mean the Bidding Company

“Bidding Company” shall mean single corporate entity Bidding for the Contract.

“Bid Security/Earnest Money Deposit (EMD)” shall mean the security provided by the Bidder to the Owner along with the Bid.

“Capacity Utilization Factor” or **“CUF”** shall have the same meaning as used by GERC.

“Cause” in relation to the revocation or amendment of any Permit means any fact or circumstance, including without limitation any default, neglect, or failure to abide by any of the terms and conditions of such Permit.

“CERC” shall mean the Central Electricity Regulatory Commission

“CommencementDate” shall be date finalized at the time of agreement to begin operations and maintenance of the Facility

“Contract” shall mean the documents as set out in the form of Contract Agreement as may be amended, supplemented, or modified from time to time by agreement in Writing between the Parties.

“Contractor” shall mean the Bidder whose Bid has been accepted by the Owner for the award of the Contract and shall include such successful Bidder’s legal representatives, successors and permitted assigns

“ContractPeriod” shall mean the period from the Commencement Date up to and including the last day of the Operation & Maintenance (O&M) Contract.

“ContractorPermits” shall mean all Permits, required by the Contractor from any Government Instrumentality for the performance of his obligations

“Contractor’sRepresentative” shall mean the person named as such in the Contract or other person appointed and from time to time communicated to the Owner by the Contractor in his place in accordance with the terms of the Contract.

“Cost” shall mean all expenditure properly incurred (or to be incurred) by the Contractor, including overhead and similar charges, for the complete and proper supply of Goods, including discharge of all of the Contractor’s obligations under and in accordance with the Contract which are duly audited and supported but does not include profit.

“Documents” shall mean and includes all design documents, engineering documents, Drawings, calculations, computer software (programs), computer media, samples, patterns, models, construction documents, erection documents, Operation and Maintenance Manuals, and other manuals, and the like as well as, all other data and information to be submitted by the Contractor and shall include without limitation, engineering, design and construction drawings, data sheets, specifications, plans, bills of Materials and estimates.

“ExternalGrid” shall mean the interface line at the power transformer the insulator/terminal on the EHV line side of the transformer, located in the pooling substation (Rojmal) and ends at the insulator/terminal on the EHV line side of the transformer, located in the Grid Substation.

“ExternalGridAvailability” shall mean the duration for which the external Grid is technically capable of evacuating the power generated by the Facility. Grid will be considered technically capable to evacuate power when its electrical parameters are within the stipulated limits for operation of the wind turbine as in the Contract.

"Facility" shall mean the 50 MW Wind Energy Project comprising of 25 Nos. Inox make (RD-100, 25 Nos) Wind Turbine Generators (WTGs) each having a rated capacity of 2 MW at Rojmal Site in the state of Gujarat including all infrastructure for evacuating the power and approach road accessing the WTGs up to joint meter point, supplied, erected and commissioned for the generation of wind energy at the Site along with the interconnection Facility, transformers, VCB yard, Support Facility, CMS, 33KV transmission Facility , all civil foundations, access roads, internal roads, office and various other equipment and associated works at the Site.

"Fixed Operations & Maintenance Payment" shall mean the comprehensive operations and maintenance charges payable by the Owner to the Contractor in respect of each Operating Year for each WTG as indicated in section 10.

"GERC" shall mean the Gujarat Electricity Regulatory Commission

"GETCO" shall mean the Gujarat Energy Transmission Corporation Limited

"Governmental Authority" shall mean the Government of India, the state government, any local authority constituted under an act of legislature, and any other authority exercising any power or function in pursuance of an act of legislature, or any rules and regulations made there under, and any successor thereof having legal jurisdiction over the matter or person in question.

"Goods" shall mean all of the equipment, machinery, apparatus, appliances, components and/or other Materials and things, which the Contractor is required to supply to the Owner under the Contract.

"Good Industry Practice" shall mean those practices, methods, acts, techniques and standards as may be followed or employed in the performance of the Work or supply of Goods and discharge of its obligations by the Contractor and which (i) are generally accepted internationally for use in the electric utility industry, taking into account conditions in India, in connection with power stations of the same or similar size and type as the Plant, (ii) are commonly used in prudent electric utility engineering, construction, project management and operations, and (iii) would be expected to result in performance of the Services and completion of Works in a manner consistent with Applicable Laws, Applicable permits, reliability and safety.

"GUVNL" shall mean Gujarat Urja Vikas Nigam Limited

"High Wind Season" shall mean the duration starting from 1st April to 30th September of any year during which the Facility receives a high wind speed

"Internal Grid" shall mean the interface between the HT line starting from the insulator/terminal on the 33kV line side of the isolator, located in the switch yard of wind turbine and ends at the insulator/terminal on the 33kV line side of the isolator, located in the Rojmal Site pooling substation.

"Internal Grid Availability" shall mean the duration for which the internal Grid is technically capable of evacuating the power generated by the wind turbine.

"Low Wind Season" shall mean the duration starting from 1st October to 31st March of any year during which the Facility receives a low wind speed

“MNRE” shall mean the Ministry of New and Renewable Energy, Government of India, devoted to the cause of promoting non-conventional energy generation and use in India.

“Maintenance Program and Operating Plan” shall mean the maintenance and operation program with resources scheduled for the Facility prepared by Contractor and mutually agreed with the Owner pursuant to the Contract and as amended from time to time pursuant to the terms hereof.

“Manufacturer's Recommendations” shall mean the instructions, procedures and recommendations which are issued by all the manufacturers including all equipment and materials used at the Site relating to the operation, maintenance or repair of such equipment and materials and any revisions or updates thereto, from time to time issued by the manufacturer and which have been delivered to Contractor.

“Notice in Writing” or **“Written Notice”** shall mean a notice in writing, typed, or printed or handwritten characters, sent (unless delivered personally or otherwise proved to have been received) by registered post or by electronic transmission to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post or by electronic media it would have been delivered.

“Owner” shall mean Gujarat Mineral Development Corporation Limited hereinafter referred to “GMDC”, in its capacity as Owner and shall include its successors and assigns, as well as authorized officers.

“Owner's Representative” shall mean the person appointed by the Owner from time to time and notified as such to the Contractor to act as Owner's Representative for the purposes of the Contract.

“Party” shall mean Owner or Contractor individually and **“Parties”** means Owner and Contractor collectively.

“Personnel” shall mean employees/personnel engaged by the Contractor who are based in India and are directly or indirectly engaged by the Contractor in the performance of the Contractor's obligations under this Agreement at the Site.

“Plant” shall mean the 50 MW Wind Energy Project comprising of 25 Nos. Inox make (RD-100, 25 Nos) Wind Turbine Generators (WTGs) each having a rated capacity of 2 MW at Rojmal Site in the state of Gujarat

“Site” shall mean the windfarm located at Rojmal Site, in the state of Gujarat in India where the Facility is situated

“State EDA” shall mean Gujarat Energy Development Agency (GEDA)

“State Transmission Utility” shall mean Gujarat Energy Transmission Corp. Ltd. (GETCO)

“State DISCOM/ State Distribution Utility” shall mean Gujarat Urja Vikas Nigam Limited (GUVNL)

“Sub-Contractor” shall mean any person providing equipment, materials, or services directly or indirectly to the Contractor in connection with the supply of Goods and includes the legal successors and permitted assignees.

“TransmissionLoss” shall mean the losses in units measured between the WTGs meter end and the GETCO meter end

“UnscheduledMaintenance” shall mean corrective maintenance and repairs activity to be performed or carried out whenever a significant failure or breakdown of the WTG occurs affecting the WTG’s availability, to enable restoration of the WTG for its safe, economic, and efficient performance

“USS” shall mean the Unit Sub Station for each WTG including the transformer and associated auxiliaries

“WTG” shall mean each of the Inox make RD-100, 2 MW rated Wind Turbine Generators.

“WindFarm” shall mean the 50 Mega Watt (MW) capacity of Wind Farm, comprising of 25 Nos. of 2 MW WTGs

“WillfulDefault” shall mean an intentional or reckless breach or/ and omission by a Party of any of its obligations under the Contract.

1.2. Interpretation

Words importing Persons or Parties shall include related firms and corporations and any organization having legal capacity. Words importing the singular also include the plural and vice versa where the context requires. Words importing one gender also include other genders.

Unless inconsistent with the provisions of the Contract, the meaning of any shipping terms and the rights and obligations of the Parties there under shall be as set forth in the latest International Chambers of Commerce (ICC) official rules for interpretation of trade terms as per “INCOTERMS 2010”

The term Contractor shall include its Sub-Contractor as the context requires.

1.3. Law, language, and measurements

Applicable Law to this Contract shall be the Indian Law. The respective rights, privileges, duties and obligations of the Owner and the Contractor under the Contract shall be governed and determined by the Laws of State and of the Republic of India.

All correspondence, information, literature, data, manuals, definitive documents, notices, waivers, and all other communication, written or otherwise, between the Parties in connection with this Contract shall be in English. The official text of this Contract shall be English.

All measurements shall be in metric system.

1.4. Stamp duty and similar charges

The costs of stamp duties and similar charges imposed by law on the Contract or Agreement, or any part thereof shall be borne by the Contractor.

1.5. Commencement of Contract

The Contract shall be deemed to have come into force and effect from the date of issue by Owner of the Letter of Award (LOA) to the Contractor.

1.6. Contractor's use of Owner's documents

Copyright in the Owner's requirements and other Documents issued by the Owner to the Contractor shall (as between the Parties) remain the property of the Owner. Ownership in all documents provided by the Contractor to the Owner pursuant to the Contract including design, engineering, Drawings and Works layout (but excluding proprietary information and Manuals provided by vendors of equipment for use of the Owner) shall vest in the Owner. The Contractor may, at its Cost, copy, use and communicate any such documents for the purposes of the Contract. They shall not, without the Owner's consent, be used, copied, or communicated to a third-party by the Contractor, except as necessary for the purposes of the Contract including performance of Work or supply of Goods.

The Contractor shall indemnify the Owner in case of breach of this clause by the Contractor. If these Documents are received by a third-party from the Contractor and the third-party makes use of these Documents to cause harm or monetary loss to the Owner or use these Documents for their personal gain / monetary gain, the Contractor shall compensate the Owner for the loss suffered as well as for the value of gain derived by third-party.

1.7. Confidential details

The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out his obligations hereunder. The Contractor shall not publish, permit to be published, or disclose any particulars of the Contract in any trade or technical paper or elsewhere without the previous consent in writing of the Owner and at the Owner's sole discretion.

The Contractor shall indemnify the Owner in case of breach of this clause. If the confidential details relating to this Contract or its contents are received by a third-party from the Contractor and the third-party makes use of these details to cause harm or monetary loss to the Owner or use these Documents for their personal gain/ monetary gain, the Contractor shall compensate the Owner for the loss suffered as well as for the value of gain derived by the third-party. The Contractor shall not use the confidential details of the Contract for any other purpose except for the strict purpose of this Contract.

2. Appointment of the Contractor

2.1. Appointment terms

Based on the results of this Bid as per the evaluation criteria mentioned in section 5 of Part 3 of this document, the Ownershall hereby appoint the Contractor, and the Contractor shall

hereby accept the appointment to operate and maintain, including the supply of spare parts, tools, tackles, capital spares, consumables, lubricants, construction, and maintenance equipment along with deployment of skilled, qualified, and competent manpower as required for the efficient operations and maintenance of the Facility subject to the terms and conditions mentioned in the Contract.

2.2. Duration of the Contract

The Contract shall be deemed to have come into force and effect from the date of issue by Owner of the Letter of Award (LOA) to the Contractor and shall remain effective for a period of 3 years, unless terminated or extended as per the terms of this Contract. Further, there shall be a provision for extension for two subsequent periods of 3 years each, as per the same terms and conditions. The Fixed Operations and Maintenance Payment for the extension period shall be considered as the Fixed Operations and Maintenance Payment quoted in the Price Bid for Year 3, with a yearly escalation as per Wholesale Price Index (WPI) and Consumer Price Index (CPI), as detailed in Annexure 9. The Owner shall provide a notice in writing for further extension, three months before the expiry of the term of this Contract.

3. Responsibilities of the Contractor

The responsibilities of the Contractor as part of the Contract have been segregated into two key categories – services and supply. The terms of reference / scope of work have been detailed for each category below.

3.1. Scope of operations and maintenance Contract (Services)

The scope of this Contract shall be for providing comprehensive operations and maintenance services for the Wind Turbine Generators (WTGs) and the Unit Sub Station (USS) yard (i.e., transformer and associated auxiliaries) to generate and evacuate power successfully into the grid for uninterrupted operations of the Wind Farm throughout the term of the Contract. The Contractor shall supply, operate, maintain, and provide requisite materials in relation to the preventive and curative maintenance of the Facility as applicable in accordance with good industry practice, standards of safety, and mutually agreed terms with the Owner.

3.1.1. Handover and takeover of operations

The Contractor is responsible for takeover of operations and maintenance of the Facility from the existing Contractor and shall ensure smooth transitions to enable uninterrupted operations of the Facility.

The Contractor, post takeover of the Facility as per the defined boundary conditions, shall ensure availability of security personnel as per section 3.1.4, establish on-ground infrastructure as per section 3.1.7, and deploy workforce on site as per section 6.2.

Further, the Contractor shall complete segregation of SCADA from the existing setup by establishing the appropriate network infrastructure and maintaining a central monitoring station as per section 3.1.6.

3.1.2. Preventive maintenance of WTGs and USS Yard

The Contractor is responsible for ensuring preventive maintenance of the WTGs and the USS yard through availability of skilled workforce and material for, including but not limited to the following activities:

1. Tower torquing
2. Blade cleaning
3. Nacelle torquing and cleaning
4. Gearbox oil filtration and refilling
5. Transformer oil filtration and refilling
6. Radiator cleaning
7. Disc brake pad inspection and replacement
8. Control panel and LT panel maintenance
9. Site and transformer yard maintenance

At minimum, the Contractor shall ensure quarterly visual inspection, half-yearly, and yearly preventive maintenance of the WTGs and USS yard to comply with the KPIs specified in section 5.

3.1.3. Curative maintenance of WTGs and USS Yard

The Contractor is responsible for ensuring curative / breakdown maintenance of the WTGs and / or the USS yard in the event of any breakdown or suspected breakdown due to any reason excluding natural calamities which shall be covered under the scope of insurance providers. The Contractor shall ensure availability of skilled workforce and adequate spares and consumables on-site to undertake the required maintenance activities. The Contractor shall attend to the breakdown at the earliest and ensure restoration of operations to minimize the impact on availability and generation of the asset.

Curative maintenance of the WTGs and USS yard includes, but is not limited to, the following activities:

1. Repair / replacement of spare parts due to breakdown
2. Rewinding / repair / replacement of generators and motors
3. Repair / replacement of gearbox
4. Rewinding / repair / replacement of transformers
5. Repair / replacement of VCB
6. Repair / replacement of blades
7. Repair / replacement of control panels
8. Filtration and total replacement of oil in gearboxes and transformers
9. Painting of equipment
10. Addressing structural damages (e.g., cracks in nacelle, covers, etc.)

The Contractor shall promptly notify the Owner of all known defects wherein the WTG and / or USS yard is under breakdown for over 24 hours. The Contractor shall also promptly report all such major defects in the Facility in writing to the Owner within 48

hours of the Contractor becoming aware of such defect along with its recommendations and action plan to restore operations.

Consequently, the Contractor shall also notify the Owner and the state transmission utility (GETCO) of major changes, if any, in the operations of the Facility which would disrupt the electricity production plan / schedule within 7 (seven) days of such occurrence.

3.1.4. Security services

The Contractor shall ensure the security of the Facility through deployment of required security personnel who shall be under the direct control and supervision of the Contractor to ensure safe operations of the Facility. The cost of the said security services shall be included in the Fixed Operations and Maintenance Payment.

The Contractor may issue sub-contracts for security services as may be deemed fit; however, payment of such Contract charges will be the Contractor's responsibility.

In case of any stoppage to the Facility owing to theft / security lapses, the Contractor shall make all efforts to restore operations immediately without waiting for the insurance proceeds.

3.1.5. Coordination with regulatory authorities

The Contractor shall ensure timely calibration of energy meters by the state distribution utility (DISCOM) / state transmission utility as per their requirements and submit reports to the Owner within 15 (fifteen) days of issuance of the report by the state distribution utility (DISCOM) / state transmission utility for every operating year during the tenure of this Contract. Timely recalibration of energy meters from authorized agencies shall be arranged by the Contractor, recalibration fees and other charges shall be borne by the Owner. In case any deviations are observed during calibration, the Contractor shall promptly inform the Owner and take appropriate actions as per mutual discussions.

The Contractor shall be responsible for facilitating periodical inspections by the electrical inspector as per the requirement of the Applicable Laws and payments of associated inspection fees.

The Contractor shall promptly liaise and coordinate with the state distribution utility (DISCOM) / state transmission utility or its successor entity and relevant local authorities for restoration of grid / sub-station in case of any failure / distortion to ensure minimal impact on the availability of the Facility.

The Contractor shall be responsible for submission of monthly performance reports of the Facility as per the Applicable Laws to relevant government authorities.

The Contractor shall liaise with state distribution utility (DISCOM) / state transmission utility for:

1. Recording of the monthly energy meter reading

2. Obtaining the joint meter reading (JMR) and credit report / note duly signed for billing invoice submission and follow up for payments

The Contractor shall observe / comply with all the laws, statutory provisions or norms laid down by the government, local or municipal authorities, state Energy Development Agencies (EDAs), state distribution utility (DISCOM) / state transmission utility, or its successor entity as per the Energy Wheeling Agreement and all other binding regulations in force from time to time concerning the operations and maintenance of the Facility.

The Contractor shall be solely responsible for violation / noncompliance / negligence in timely compliance of any binding regulation query of the said authorities and shall indemnify the Owner for any financial or other liability / loss incurred including cost of legal proceedings and legal counsel / advisor fees during the tenure of the Contract.

3.1.6. Central Monitoring Station

The Contractor shall setup and maintain a common Central Monitoring Station (CMS) for the entire Facility on Site at Rojmal with relevant infrastructure for SCADA to monitor performance of the WTGs and address errors / alarms as needed.

The Contractor shall also arrange for remote monitoring access for the Owner with relevant access to read real time data and download 10-minute log of key performance parameters.

Furthermore, during the tenure of the Contract, the Contractor shall provide the Owner and its third-party service providers, a definite allocated space in the same CMS.

3.1.7. On-ground infrastructure

The Contractor shall arrange for required offices and associated infrastructure for its staff to conduct uninterrupted operations and maintenance of the Facility.

The Contractor shall also arrange for requisite number of vehicles to support movement of personnel within the Facility.

Furthermore, during the tenure of the Contract, the Contractor shall provide the Owner or its third-party service providers, a definite allocated space in the same established infrastructure.

3.1.8. Forecasting and scheduling

The forecasting and scheduling of the Facility's generation shall be carried out by the Contractor as per Central Electricity Regulatory Commission (CERC) / Gujarat Electricity Regulatory Commission (GERC) guidelines through relevant third-party agencies as may be deemed appropriate. Further, any penalty imposed on account of failure in maintaining generation as per the schedule shall be borne by the Contractor and the Owner shall have the right to recover the same from the RA bills.

3.1.9. Crane services

The Contractor shall provide notice to the Owner on occurrence of major breakdowns like gearbox breakdown, blade, generator, transformer failure or other forced outages, the remedy of which requires the use of cranes, within 48 hours of such occurrence. Further, the Contractor shall arrange for the crane(s) of requisite capacity required for immediate addressal of said major breakdowns.

3.1.10. Other requirements

The Contractor shall assist the Owner in identifying, obtaining, maintaining, and renewing all relevant Authorizations, at the cost of the Owner, necessary for operations and maintenance of the Facility, and comply with all such Authorizations.

The Contractor shall obtain, maintain, and comply with all consents, licenses, approvals, and permits or other Authorizations required to be obtained and held by the Contractor and its employees in order to perform its obligations hereunder and take all necessary actions to ensure statutory compliance including arranging for electrical inspections as per the Indian Electricity Rules and Acts 2003, preparing reports for MNRE / nodal agencies, and calibration of equipment, including if any, filtration / testing dielectric strength of oil, earth pits, and other requirements of any government authority.

The Owner shall reserve the rights to conduct inspections or audits of the facility as described in section 4.2.2. The Contract shall provide all the required support in coordination and shall provide access to the Facility during such inspections or audits as per the Owner's request.

3.2. Provision of spares and consumables (Supply)

The Contractor shall repair the damaged or non-performing parts of the Wind Farm including the WTGs and the USS yard expeditiously in order to achieve the guaranteed performance of the Wind Farm.

The Contractor shall promptly supply and replace or repair all damaged components / spare parts necessary for the smooth operations of the Wind Farm during the tenure of the Contract, except for parts damaged in the event of force majeure. The Fixed Operations and Maintenance Payment shall include the cost of all such spare parts and consumables supplied and replaced.

The Contractor shall obtain, maintain, and renew all requisite agreements and MoUs with technical partners (e.g., AMSC) and OEMs (e.g., ABB, DHHI) for procurement and repair of spare parts and up gradation of associated software.

The Contractor shall provide a comprehensive list of all essential spare parts required for the maintenance of WTGs and USS yard including the prevailing and indicative prices of all spare parts. The list shall cover the following details:

1. List of critical spares and consumables
2. Minimum quantity required for uninterrupted operations

3. Consumption patterns of spares and consumables during preventive maintenance

The Contractor shall arrange for the required storage Facility in the vicinity of the WTGs for storage of spares and consumables and workshops for immediate service requirements. The ownership of such storage and workshop facilities shall lie with the Contractor.

The Contractor shall define the minimum quantity requirement for all spares and consumables to ensure uninterrupted operations of the WTGs and USS yard. The minimum quantity requirement shall be mutually agreed between the Contractor and the Owner before the Commencement Date.

The Contractor shall provide monthly inventory stock list to the Owner. The Owner shall reserve the rights to audit the storage Facility at any time during the tenure of the Contract. Any shortfall in the inventory of spares and consumables shall be immediately resolved by the Contractor to ensure minimum quantity required for uninterrupted operations is maintained on Site at all times. The Owner shall have the option to directly procure spares and consumables for the Facility on its own accord and supply it to the Contractor, but shall recover the incurred expenses from the Fixed Operations & Maintenance Payment to the Contractor

3.3. Standards for performance of obligations

The Contractor represents and warrants that it has the requisite skills, experience, expertise, and capacity to fulfill its obligations and responsibilities under the Contract. The Contractor shall operate and maintain the Facility and perform all of its services hereunder in accordance and compliance with:

1. Accepted prudent industry practices
2. Maintenance program and operating plan defined for the Facility
3. Standard Operating Procedures, Standard Maintenance Procedures, Hazard Identification and Risk Assessment with mitigation and control measures, and Manufacturer's Recommendations
4. Incident reporting with corrective and preventive measures
5. Implementation of lessons learnt from incidents on similar facilities
6. Timely implementation of technical corrections suggested by the OEM to the existing Facility if any
7. All Applicable Laws
8. All applicable clearances to be obtained and maintained including but not limited to all relevant health and safety legislations, environment permits and licenses
9. All applicable grid norms and regulations

In case of any conflict between any of the above requirements, the Contractor shall take all necessary and corrective actions in the best interest of the Owner based on their professional experience, at their sole risk and consequences.

The Contractor is an ISO certified organization and shall carry out all the above performances as per the procedures and guidelines applicable.

The Contractor shall have round-the-clock qualified, trained, and experienced, with valid necessary certifications, crew of adequate strength who are alert and vigilant for carrying out all the normal and emergency operations, start-up, and shutdown of WTGs and USS yard.

The Contractor shall provide an updated organogram of the workforce deployed on-ground for operations and maintenance of the Facility (including the CMS), and details of Contractor's head office personnel with designation and contact information (email ID, landline, mobile phone etc.).

The Contractor shall have a detailed Disaster Management Plan (DMP) and conduct mock drills on a frequent basis in line with the DMP.

For the purpose of performing its obligations under the Contract, the Contractor may appoint Sub-Contractors with prior written intimation to the Owner as deemed fit. Appointment of such Sub-Contractors by the Contractor shall at no time mean that the Contractor is relieved of its primary duty and liability to perform its obligations as set out in the Contract. The Contractor shall be responsible for:

1. Obtaining any and all necessary Authorizations required for use of all internal roads constructed by Sub-Contractors, suppliers, and other relevant stakeholders (including transportation of goods) for the Wind Farm and infrastructure in connection with the performance of its obligations hereunder
2. Liaising with all government and local authorities to arrange for all necessary notices related to statutory payments, inspections, etc.
3. Ensuring adherence to standard operating procedures and safety standards by the Sub-Contractor and be liable in the event of any issue affecting the performance of the asset

4. Responsibilities and rights of the Owner

4.1. Responsibilities of the Owner

The Owner shall be responsible for the following key activities pertaining to the operations and maintenance of the Facility

4.1.1. Statutory obligations

The Owner shall, above the Fixed Operations and Maintenance Payment, be responsible for payments of all statutory dues including but not limited to those levied by the government / semi-government / local authorities / gram panchayat / state distribution utility (DISCOM) / state transmission utility, attributable to the Owner for operations and maintenance of the Facility, including the annual Nodal Agency (NA) charges, electrical inspection fees, reactive power (RKVAH) charges, and other charges that may be applicable for the Facility during the tenure of the Contract.

4.1.2. Sale of power

The Owner has all the necessary agreements / arrangements with the state distribution utility (DISCOM) / state transmission utility or its successor entity / power company /

authority with regards to distribution of power generated by the Facility and will continue to maintain it with required assistance from the Contractor.

4.1.3. Pooling sub-station

The Owner shall enter into the necessary agreements / arrangements with the relevant stakeholders, and be responsible for payments, for operations and maintenance of the pooling sub-station and Internal Grid, including maintenance of lines from the USS yard to the pooling sub-station.

The Owner may request support from the Contractor in coordinating with relevant stakeholders to ensure timely maintenance and uninterrupted operations of the Facility. Any costs incurred by the Contractor in operations or maintenance of the Internal Grid or pooling substation shall be borne by the Owner and accordingly retrieved from the relevant stakeholders.

4.1.4. Visits and inspections

The Owner shall bear and directly pay all costs towards visits of its representatives, agents, or any other person(s) visiting the Facility on its behalf, including traveling expenses, arrangement of vehicles, lodging / boarding, and all other incidental expenses.

4.2. Rights of the Owner

The Owner, throughout the tenure of the Contract, reserves the following rights relating to operations and maintenance of the Facility, not specifically granted to the Contractor.

4.2.1. General policies and procedures

The Owner reserves the rights for review and determination of general policies and procedures not previously delegated to the Contractor as part of the scope of work.

4.2.2. Audits

The Owner may, from time to time, designate any responsible person on its behalf to conduct audits, pertaining to the Owner's capacity defined in the Contract, of financial (billing and invoicing), technical, safety, evacuation arrangement of the Facility, and to visit and inspect the Facility to discuss such affairs, which relate to the services provided by the Contractor, with its authorized representatives, with prior intimation on a quarterly basis.

4.2.3. Access to data

The Owner reserves the rights to access all records, documents, and data relating to the services provided by the Contractor at all times during the tenure of the Contract, including for making copies thereof or extracts.

The Owner shall have the right, at all times, on reasonable notice and at the premises of the Contractor or its Sub-Contractor to examine drawings / design documents which have been prepared by the Contractor or the Sub-Contractor for the services covered in the Contract.

5. Operations and maintenance performance measurement

5.1. Key performance indicators

The Contractor shall adhere to the following KPIs and targets throughout the tenure of the Contract. In case of shortfall, penalties shall be applicable and in case of superior performance, incentives shall be applicable as per the following sections:

Category	KPI	Target value	Penalty	Threshold for incentive	Incentive
Machine availability	Individual WTG availability during High Wind Season (Apr – Sep)	>95%	✓	–	–
	Individual WTG availability during Low Wind Season (Oct – Mar)	>88%	✗	–	–
	Individual WTG availability on annual basis	>92%	✓	–	–
	Plant availability during High Wind Season (Apr – Sep)	>97%	✓	>98%	✓
	Plant availability during Low Wind Season (Oct – Mar)	>93%	✗	–	–
	Plant availability on annual basis	>95%	✓	>97%	✓
Reactive power	Total reactive power (RKVAH) drawn on an annual basis	–	✓	–	–

Machine availability

Machine availability for the WTGs / Plant shall be calculated as follows:

$$\text{Machine availability (\%)} = \frac{\text{Recorded hours} \times 100}{[\text{Total number of hours} - (\text{GF} + \text{FM} + \text{I})]}$$

where,

$$\text{Recorded hours} = [\text{Total number of hours} - (\text{GF} + \text{FM} + \text{S} + \text{U} + \text{I})]$$

Total number of hours shall be for the time period being considered for estimation of availability, and shall be considered as follows:

Time period	Hours per WTG	Total hours for Plant
High Wind Season	4392	109800
Low Wind Season	4368	109200
Annual	8760	219000

GF = Downtime due to unavailability of Internal and External Grid (in hours)

FM = Downtime due to Force Majeure events as defined in section 12.1 of this document (in hours)

S = Downtime due to scheduled maintenance of the WTGs (in hours)

Note: Maximum scheduled maintenance of 120 hours shall be permitted per WTG on an annual basis. The Contractor shall provide the scheduled maintenance plan in advance and checklist with detailed break-up of activities and time taken post completion of maintenance for each WTG.

U = Downtime due to unscheduled / breakdown maintenance of the WTGs (in hours)

I = Downtime due to reasons attributable to the Owner (in hours)

Reasons for downtime of WTGs due to reasons attributable to Owner include:

1. Orders issued by the Owner, utility, or other external stakeholders not related to the operations of the WTGs and for reasons not attributable to the Contractor
2. Inspections / audits conducted by the Owner requiring stoppage of WTGs

Note:

1. The above WTG / Plant level machine availabilities have been arrived at by excluding Internal Grid availability (between the USS yard and the billing metering point for the Wind Farm as defined by the state distribution utility (DISCOM))
2. Contractor shall carry out scheduled maintenance prior to the onset of the High Wind Season and after the end of the High Wind Season to ensure high availabilities

Reactive power

The Contractor shall compensate the Owner for all the reactive power (RKVAH) drawn at the prevailing rate charged by the state distribution utility/ state transmission utility as recorded and certified by the state distribution utility meter reading on an annual basis.

Reactive power (RKVAH) shall mean the reactive or apparent power drawn from the grid and charged by the state distribution utility / state transmission utility or its successor entity separately to the Owner.

Leading performance indicators

The Contractor shall maintain and report the following leading indicators on an annual basis:

KPI	Target	Penalty	Measurement
Preventive maintenance compliance (planned vs. actual)	>90%	✓	Planned Preventive maintenance to be mutually agreed with Owner at the start of every Year Actual maintenance compliance to be reported by Contractor (can be independently verified by Owner)
Spares availability (actual inventory vs.	>95%	✓	Minimum spare availability to be maintained for the Project to be mutually agreed with

minimum requirement defined in section 3.2)			Owner at the start of every Year Actual spares availability to be reported by Contractor (can be independently verified by Owner)
Deployment of on-ground personnel	16 (as defined in section 6.1)	✓	Minimum on ground personnel as defined as Section 6.1 Actual manpower deployed by Contractor to be reported to Owner & can be verified by Owner either by self or through third party agencies.

The Contractor shall provide appropriate justification for shortfall in performance of the leading indicators as per the above defined thresholds.

5.2. Penalties for performance shortfall

The Contractor shall guarantee machine availabilities as per section 5.1 of the scope of work.

For every 1% drop in individual WTG's availability and Plant availability, the penalties applicable shall be estimated as follows:

$$\text{Penalty (INR Cr)} = \frac{N}{25} \times 3\% \times \text{Fixed Operations and Maintenance Payment}$$

Where,

'N' is the number of WTGs having availability less than the target value defined in Section 5.1. For estimation of penalties on Plant availability, 'N' shall be considered as 25.

Penalties shall be applicable at the rate of 3% of the Fixed Operations and Maintenance Payment.

Penalties shall not be applicable during the stabilization period as defined in section 7.4 of Part 3 of this document.

The Contractor shall compensate the Owner for all the reactive power (RKVAH) drawn at the prevailing rate charged by the state distribution utility/ state transmission utility as recorded and certified by the state distribution utility (DISCOM) meter reading on an annual basis.

In case the Contractor underperforms on any leading performance indicators (spares, preventive maintenance, personnel deployment), 2% of Fixed Operations and Maintenance Payment would be deducted on an annual basis.

For illustration, in case the Contractor performs as follows:

- Availability of 5 WTGs during High Wind Season fall by 1% from Target
- All individual WTG availability during the year is in line with Target

- Plant availability during High Wind Season falls by 1% from Target
- Plant availability during the year is in line with Target
- Reactive Power is minimal
- Leading indicators are under performing, with spare availability across the plant lower than minimum requirements
- In such a case, the total penalties imposed on the Contractor would be calculated as follows:
 - 3% of cumulative Fixed Operations and Maintenance Payment for High Wind Season (April to September), pro-rated for 5 underperforming WTGs, i.e., $3\% * (6/12) * (5/25) = 0.3\%$ plus,
 - 3% of cumulative Fixed Operations and Maintenance Payment for high wind months (for entire 25 WTGs) i.e., $3\% * (6/12) * (25/25) = 1.5\%$ plus,
 - 2% of annual Fixed Operations and Maintenance Payment for underperforming Leading performance indicators
 - For the year, total penalties to be imposed – 3.8% of annual Fixed Operations and Maintenance Payment (with ceiling as defined section 5.4)

5.3. Incentives for superior performance

The Contractor shall be awarded incentives on achieving performance higher than thresholds mentioned for machine availabilities as per section 5.1 of the scope of work. For every 1% increase in the machine availability criteria mentioned, incentives shall be applicable at the rate of 3% of Fixed Operations and Maintenance Payment.

Incentives shall not be applicable during the stabilization period as defined in section 7.4 of Part 3 of this document.

For illustration, in case the Contractor performs as follows:

- Plant availability during High Wind Season higher by 1% from Threshold
- Plant availability during the year higher by 1% from Threshold
- In such a case, the total incentives for the Contractor would be calculated as follows-
 - 3% of cumulative Fixed Operations and Maintenance Payment for higher availability in High Wind Season (April to September), i.e., $3\% * (6/12) = 1.5\%$ plus,
 - 3% of annual Fixed Operations and Maintenance Payment for higher plant availability (for entire 25 WTGs)
 - For the year, total incentives to be accrued – 4.5% of annual Fixed Operations and Maintenance Payment (with capping as defined section 5.4)

5.4. Compensation for generation loss due to Right of Way (RoW) issues

During the tenure of the Contract, if the WTGs are forcefully stopped by third-party/ies for right of way (RoW) or any other issues related to RoW, it shall be the sole responsibility of the Contractor to resolve such issues and restore operations of the Facility.

Any downtime due to RoW during the tenure of the Contract shall be construed as machine non-availability and the Contractor shall compensate as per provisions under section 5.2

5.5. Overall ceiling on penalties and incentives for performance

All periodic liabilities due from the Contractor arising out of the shortfall of performance levels mentioned under section 5.1, as per the penalties defined in section 5.2, for any year, shall be restricted to 50% of the Fixed Operations and Maintenance Payment for the respective year.

All periodic incentives to the Contractor arising out of superior performance levels mentioned under section 5.1, for any year, shall be restricted to 25% of the Fixed Operations and Maintenance Payment for the respective year.

6. Personnel and representatives

6.1. Deployment of workforce on-Site

The Wind Farm shall be operated, maintained, and monitored by qualified, competent, trained, and experience technical personnel at all times. The Contractor is advised to deploy workforce throughout the day in shifts as per the following requirements specified by the Owner:

S. No	Role	Headcount	Desired experience
1	Facility Manager	1	10+ years in operations and maintenance of wind assets with 3+ years in a supervisory role
2	Balance of Plant (BOP) supervisor	1	5+ years in operations and maintenance of wind assets
3	Electrical team	6	Engineers with 3+ years in O&M of wind assets
4	Mechanical team	4	Engineers with 3+ years in O&M of wind assets
5	Line Maintenance (Internal Grid)	2	-
6	Others (stores, safety, and admin)	2	-
7	Security	As required	
	Total	16	

The Contractor may deploy additional workforce as deemed fit to support the operations and maintenance of the asset and share the deployment schedule and list of personnel deployed on Site to the Owner.

The Contractor shall also be solely responsible for any breach or contravention of Applicable Laws and/or other authorities as applicable from time to time to its staff including the sub-Contractors and the Contractor's Facility Manager (defined in section 6.2) employed by it

without prejudice to the generality of the foregoing, the directions of the concerned authorities respectively appointed under the Payment of Wages Act 1936, the relevant Shops and Establishments Act, Factories Act 1948 and the Workmen's Compensation Act 1923, Inter-State Immigration Workmen (Regulation of Employment and Conditions of Service) Act, 1979, Contract Labor (Regulation and Abolition) Act, 1970, Employees Provident Fund and Miscellaneous Provisions Act, 1952 Environmental laws or any statutory modification and/or enactments of the said statutes or rules framed there under and any other applicable statutory provisions.

The Owner shall not be responsible in any manner for any liability arising out of non-compliance by the Contractor or its sub-Contractor regarding the same.

6.2. Representatives of the Contractor

The Contractor shall appoint a qualified, competent, and experienced person as the Contractor's 'Facility Manager' within 30 (thirty) days of acceptance of the LOA with prior written approval of the Owner.

The Contractor shall ensure that during the term of the Contract, the Facility Manager shall remain in the employment of the Contractor and appoint an appropriate substitute on a part-time or full-time basis in the absence of the Facility Manager due to temporary issues or vacancy of the position, within a week.

The Facility Manager shall be fully authorized and empowered to act for and on behalf of the Contractor on all matters concerning the Contractor and scope of work described herewith, excluding Authorization of any amendments to or modifications of the Contract. In such cases, the Contractor shall be bound by the written communications, directions, requests, and decisions made by the Contractor's Facility Manager

The Facility Manager shall direct and manage the Contractor's resources and will have full responsibility of the Facility's operation and administration.

The Contractor shall ensure all personnel as detailed in section 6.1 are available during the tenure of the Contract. The Owner shall not consider any substitution of personnel except under compelling circumstances beyond the control of the Contractor. The Contractor shall provide a notice in writing to the Owner in case of any substitution of personnel. Such substitutions shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Owner.

6.3. Representatives of the Owner

The Owner can deploy a representative to monitor the performance of the asset and coordinate with the Contractor and other relevant stakeholders on a regular basis to ensure uninterrupted operations of the Facility.

The representative shall be the single point of contact (SPOC) for the Contractor to coordinate on activities pertaining to the Facility and shall act for and on behalf of the Owner on all matters concerning the Contract and scope of work described herewith.

The Owner shall deploy additional engineers to monitor the operations and maintenance of the asset as deemed fit.

The Contractor shall provide all requisite access and permissions to the Facility, data, and systems for monitoring the performance of the asset to the supervisor and the engineers.

7. Reporting and audit requirements

7.1. Performance reports to be submitted

The Contractor shall provide the Owner with the required login credentials (ID and password) to access SCADA and any additional reporting software used for monitoring daily generation reports, breakdown details, and details of key parameters pertaining to the WTG.

The Contractor and the Owner shall mutually agree on the formats of the reports to be submitted prior to the Commencement Date. The Contractor shall submit the following performance reports to the Owner as per the agreed formats at the designated frequency as described below:

Category	Reporting requirements	Frequency
Availability	Planned and forced outages of WTGs	Daily
	Internal and External Grid availability	
	Breakdown details for WTGs	
Generation	Generation reports of individual WTGs including generation (in kWh), CUF (%), operating hours, wind speed (m/s)	Daily
	CUF at WTGs end and at GETCO meter end	Monthly
	Line loss details	
Maintenance	RAC / CAPA for breakdown >24 hrs.	Monthly
	PM schedule planned versus actual	Quarterly
	PM checklists for WTGs	
	Pending activities and status	
Spares	List of critical spares and consumables	One-time during takeover
	Minimum inventory levels required for spares and consumables	Quarterly
	Consumption patterns during PM	
	Monthly inventory levels	Monthly
Others	Incident investigation reports	As applicable
	Hazard identification and risk analysis	
	Calibration reports	
	Software upgradation reports	

7.2. Records to be furnished

The Contractor shall submit to the Owner, any information concerning all significant aspects of the operations and maintenance of the Facility including but not limited to, standard operating procedures, preventive maintenance plans and checklists, categorization of spares and consumables and other documents.

The Contractor, upon the Owner's request, shall promptly submit any information pertaining to the operations and maintenance of the Facility including copies of all licenses, permits, Authorizations, manuals and recommended spare parts list.

The Owner and the Contractor may, from time to time, mutually agree to any changes required in the formats of any reports / plans / checklists. The revised formats shall be adopted by the Contractor with effect from date of agreed revision.

If the Owner is required by any Applicable Law or relevant Authorizations to produce any projection, report or any other document relating to the provision of the services or the operation and maintenance of the Facility or the Owner requests a report regarding other information relating to the Facility, the Contractor shall prepare a draft of such document at the request of the Owner at no cost, if such document is not a report prepared in ordinary course of operations and management of the Facility. The Contractor shall submit such reports to the Owner for approval as soon as reasonably practicable and in any event within any time limit prescribed by Applicable Law or relevant Authorizations.

If the Contractor is required by any Applicable Law or Authorizations to produce any projection, report, or any other document, it shall prepare such report diligently and submit the same to the relevant authority with due prior approval of the Owner and submit copies of the same report to the Owner.

8. Insurance

8.1. Insurance to be obtained by the Contractor

As part of the obligations and the total liability under the Contract, the Contractor shall obtain and maintain the following insurance policies at its own expense during the tenure of the Contract, and submit copies of the same to the Owner:

1. Machinery breakdown policy of all equipment as per industry practice
2. Insurance in respect to claims for personal injury or death of any person in the employment of the Contractor arising out of and in the course of their employment, compliant with all Applicable Laws
3. Motor vehicle insurance as may be required by Applicable Laws in respect to all motor vehicles used by the Contractor on Site
4. Theft and burglary policy
5. Public liability insurance and third-party liability insurance
6. Comprehensive all risk policies to its own personnel, materials, vehicles, infrastructure, etc.

8.2. Insurance to be obtained by the Owner

The Owner shall obtain and maintain the following insurance policies during the tenure of the Contract:

1. Standard fire and special perils policy
2. Commercial general liability (CGL) policy covering risks related to Force Majeure events including natural calamities, and loss or damage to third-party properties and injuries to personnel

The Contractor shall take all measures to inform the Owner in case of any natural calamity and take necessary actions to restore the operations of the Facility. The Contractor shall facilitate the survey of the damages by the insurance surveyor. If the damage is caused due to any force majeure event and if 100% of the claim is not settled by the insurance provider, the Contractor shall replace the damaged parts / spares to restore the operations of the WTGs. In such case, the Contractor shall raise separate invoices to claim the payment towards restoration of the WTGs and the Owner shall reimburse the approved amount by the insurer with appropriate deduction of taxes.

8.3. Disclosure

Each Party shall, upon request, promptly furnish the other Party any information which is reasonably available and is related to the operation and maintenance of the Facility as is necessary to enable the other Party to comply with its disclosure obligations under the insurance which it has taken out, the terms of which have been disclosed to the other Party in writing.

At the Owner's request, the Contractor shall provide evidence of insurance covers, or a certificate of all insurances maintained.

8.4. General provisions on insurance

If the Contractor fails to effect or maintain the insurance policies pursuant to section 8.1 and such failure continue to be unremedied for more than 60 (sixty) days, after giving notice to the Contractor of its intention to do so, the Owner may obtain and maintain such insurance policy at the cost and consequence of the Contractor and shall deduct the cost from the Annual Fixed Operations and Maintenance Payment if not reimbursed by the Contractor.

9. Responsibility matrix for operations and maintenance of the asset

The responsibilities of the Contractor, Owner, and relevant stakeholders for operations and maintenance of the Internal Grid and pooling substation have been summarized below. In activities where any Party has been defined as the secondary responsible Party, any cost incurred by it can be recovered from the primary responsible stakeholder.

Category	Activity	Responsibility		
		Contractor	PSS Operator	GMDC
Operations and maintenance (Services)	Handover and takeover of Facility from existing Contractor	✓		
	Operations of WTGs and USS	✓		
	Preventive and curative maintenance of WTGs and USS	✓		
	Operations and maintenance of Internal Grid and PSS	✓(Secondary)	✓(Primary)	
	Security services to ensure uninterrupted operations of WTGs and USS	✓		
	Technical services – frequent visual inspections, safety audits, trainings	✓		
	Coordination with regulatory authorities and maintaining requisite Authorizations	✓		
	Central Monitoring Station for real-time performance monitoring of WTGs (SCADA)	✓		
	Reporting of key performance indicators for WTGs	✓		
	Management of RoW issues	✓		
	On-ground infrastructure, personnel, and vehicles	✓		
Spares (Supply)	Procurement and maintenance of spares for WTGs and USS	✓		
	Procurement and maintenance of spares for Internal Grid and PSS		✓	
Insurance	Policies for machinery breakdown, motor vehicles, personal injury / accident, theft and burglary, public liability, third-party liability	✓	✓	
	Policies for standard fire and special perils, commercial general liability			✓
Statutory	Agreements for sale of power and collection of payments			✓
	Payment of statutory dues levied by GETCO / GUVNL			✓
	Forecasting and scheduling as per CERC / GERC guidelines	✓		

10. Payment of Operations and Maintenance Charges

The Fixed Operations and Maintenance Payment as agreed between the Contractor and the Owner, shall be payable pro-rata on a quarterly basis (i.e., at the end of every three months). Invoices shall be raised at the end of each quarter and payment for the same shall be made within 1 (one) month from end of each month or within 1 (one) month from receipt of error-free invoice along with performance reports / MIS for the period duly certified by the Owner for having successfully delivered and completed the services as per the Contract, whichever is later. Supporting documents to be provided by the Contractor at the time of invoice have been detailed in Annexure 13.

Any deductions due to the defaults in performance by the Contractor shall be reconciled and made on a half-yearly basis by the Owner, at the end of High Wind and Low Wind Seasons, from the immediate Fixed Operations & Maintenance Payment due to be made to the Contractor by the Owner.

Incentives due to superior performance by the Contractor shall be reconciled and made on a half-yearly basis by the Owner, at the end of High Wind and Low Wind Seasons, from the immediate Fixed Operations & Maintenance Payment due to be made to the Contractor by the Owner.

All payment shall be subject to TDS as per the Applicable Law. TDS certificate shall be submitted within 30 (thirty) days from date of deduction.

11. Termination of the Contract

11.1. Defaults by either Party

The occurrence of one or more of the following events shall constitute an event of default by the Contractor or the Owner as may be applicable:

1. Any representation or warranty of the Owner / Contractor contained in the Contract shall prove to be false or misleading at the time such representation or warranty is made and has an adverse effect on either Party's ability to perform its obligations for a period of 30 (thirty) days after receipt of notice from the Contractor / Owner
2. The Owner / Contractor is in material breach of its obligations under the Contract and such material breach continues uncured for 30 (thirty) days after receipt of notice from the Contractor / Owner
3. The Owner/ Contractor fails to procure or keep in force any insurance as required under the Contract and Applicable Law
4. In case either Party is declared insolvent or bankrupt or ceases to carry on its business or is wound up, whether voluntarily or compulsorily or suffers a receiver being appointed over a substantial part of its property and such appointment is not vacated within 60 (sixty) days, the other Party can terminate the Contract by giving written notice to that effect
5. In event of Force Majeure impacting the affected Party continues for more than 90 (ninety) days, the other Party reserves the right after 60 (sixty) days from the commencement of the event of Force Majeure to terminate the Contract with 30 (thirty) days' notice after consideration of due responsibilities

Upon termination, each Party shall be liable to forthwith pay to the other Party all amounts that are payable in accordance with the Contract on the effective date of termination.

11.2. Defaults by Contractor

The Owner shall be entitled to terminate the Contract by giving notice of default in writing. In case of willful default or material failure by the Contractor to perform its obligation under the Contract if such default or failure is not remedied by the Contractor at the earliest within 30 (thirty) days of being notified of such default or failure by the Owner.

In the event of failure of the Contractor to rectify the condition / defect pointed out by the Owner within the stipulated 30 (thirty) days, the Owner reserves the rights to get the same rectified at cost, risk, and consequences to the account of the Contractor.

The Owner shall be entitled to terminate the Contract by providing 30 (thirty) days' notice in writing and make payment, if any, after the recovery of dues.

11.3. Defaults by Owner

The Contractor shall be entitled to terminate the Contract in the sole event that the Owner fails to pay the Contractor any payment required under the Contract, which is not in dispute, and such failure continues for 60 (sixty) days after the due date without any justifiable reasons after receipt of notice in writing.

11.4. Termination at Owner's convenience

The Owner shall be entitled to terminate the Contract at the Owner's convenience, at any time by providing 60 (sixty) days' prior notice to the Contractor. Such notice of termination shall specify that termination is for Owner's convenience and the date upon which such termination becomes effective.

12. General terms and conditions

12.1. Force majeure

12.1.1. Definition

"Force Majeure" shall mean an event or circumstance beyond the reasonable control of the Owner or the contractor which could not have been foreseen, prevented, or mitigated by either Party using its reasonable diligence and which makes it difficult for either Party to perform the whole or in part its obligations under the Contract, including but not limited to:

1. Act of God
2. An act of war, (whether declared or undeclared) hostilities invasion, armed conflict or an act of foreign enemies, blockade, embargo, revolution, military action, or sabotage
3. Contamination by radioactivity from any nuclear fuel, or nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties

4. Riot, terrorism unless solely restricted to employees of the Contractor or of its sub-Contractors
5. Operation of the forces of nature such as earthquake, hurricane, lightning, tidal waves, tsunami, or volcanic activity

12.1.2. Excused performance

If either Party is rendered wholly or partially unable to perform its obligations under the Contract because of a Force Majeure Event, that Party will be excused from whatever performance is affected by the Force Majeure event to the extent so affected provided that:

1. The affected Party gives the other Party, written notice, of the occurrence of the Force Majeure Event as soon as practicable after the occurrence of the Force Majeure Event and also gives the other Party, written notice, describing in reasonable detail the particulars of such occurrence, including an estimation of its expected duration and probable impact on the performance of such Party's obligations, and thereafter continues to furnish thereto timely regular reports with respect to continuation of the Force Majeure Event
2. The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event
3. No liability of either Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused as a result of the occurrence
4. The affected Party shall exercise all reasonable efforts to mitigate or limit damages to the other Party
5. The affected Party shall use its best efforts to continue to perform its obligations under the Contract and to correct or cure the event or condition excusing performance

When the affected Party is able to resume performance of its obligations under the Contract, it shall give the other Party written notice indicating resuming of performance monitoring as per the Contract.

12.1.3. Limitations

Any act, event, or occurrence listed above or asserted as a Force Majeure Event that results materially from the negligence or intentional acts of the affected Party (including in the case of Contractor or any sub-Contractor thereof) shall not constitute a Force Majeure Event.

Consequently, the affected Party shall not be relieved from obligations under the Contract to the extent that the negligence or willful misconduct of the affected Party contributes to or aggravates the Force Majeure Event.

12.1.4. Effects of Force Majeure

Neither the Owner nor the Contractor shall be considered in default or in breach of Contract to the extent that performance of obligations is prevented by a Force Majeure

Event, which arises after the Commencement Date. Except as otherwise provided in a Change Order, an extension of time shall be granted to Contractor only to the extent Contractor proves the requirement of such an extension to the Owner.

12.2. Bribes

If the Contractor, or any of his Sub-Contractors, agents or servants gives or offers to give or promises to give to any Person any bribe, gift, gratuity, or commission as an inducement or reward:

1. For doing or forbearing to do any action in relation to the Contract, or
2. For showing favor or disfavor to any Person in relation to the Contract

Then the Owner may, after having given 15(fifteen) days' written notice to the Contractor, terminate the Contractor's employment under this Contract and also expel him from the Site. The effects of termination contained in section 11.2 above shall apply mutatis mutandis to the termination under this clause. In addition, the Contractor will also be subjected to any criminal liability, which it may incur, and payment of loss or damage to the Owner resulting from any cancellations.

12.3. Indemnification

12.3.1. General indemnification

1. Contractor shall fully indemnify, save harmless and defend Owner, Owner's shareholders, the Owner, and the directors, agents and employees of the Owner (the "Owner Indemnified Parties") from and against any and all claims, including reasonable legal costs, (collectively the "Damages") by third Parties in respect of death or bodily injury or in respect to loss or damage to any property (other than the Facility or part there of not yet taken over) which arises out of or in consequence of the Services whilst the Contractor has responsibility for the care of the works to the extent resulting from Contractor's or any Sub-Contractor's or their agents or employees intentional act, negligence, or strict liability or omission in the performance of the Services hereunder; provided that the foregoing obligation shall not apply to the extent the Owner Indemnified Parties are contributory negligent or strictly liable or to the extent such damages are caused by the intentional acts or omissions of the Owner Indemnified Parties.
2. Owner shall fully indemnify, save harmless and defend Contractor and its shareholders and the directors, agents and employees of the Contractor (the "Contractor Indemnified Parties"), from and against any and all claims, including reasonable legal costs, (collectively the "Damages") by third Parties in respect of death or bodily injury or in respect to loss or damage to any property which arises out of or in consequence of the execution of the Project to the extent caused by Owner's or Owner's other Contractor's strict liability, intentional act or omissions or negligence; provided that the foregoing obligation shall not apply to the extent the Contractor Indemnified Parties are contributory negligent or strictly liable or to the extent such damages are caused by the intentional acts or omissions of the Contractor Indemnified Parties.

12.3.2. Specific indemnification

Contractor shall fully indemnify, save harmless Owner Indemnified Parties from and against any claim, demand, liability, action, proceedings, cost, or expense in favor of any third-party with respect to:

1. Failure of Contractor, any Sub-Contractor or any of their respective Sub-Contractors to comply with Applicable Laws and Applicable Permits, and Good Engineering Practices
2. Failure of Contractor to make payments of taxes relating to Contractor's, any Sub-Contractor's income or other taxes required to be paid by Contractor pursuant to this Contract irrespective of whether they are reimbursable or to be compensated under the terms of this Contract
3. Any Hazardous Materials Contractor, any Sub-Contractor, or any of their respective Sub-Contractors has at any time brought on and caused the release thereof on or from the Site or for which any of them is responsible by law or in the Contract

Owner shall fully indemnify, save harmless and Contractor Indemnified Parties from and against Damages in favor of any third-party with respect to

1. Failure of Owner or any of its Other Contractors to comply with Applicable Laws and Applicable Permits
2. Any Hazardous Materials of Owner or any of its Other Contractors (other than Onshore Supply Contractor, and Onshore Services Contractor, and the Sub-Contractors) has brought on and caused the release thereof from the Project Site

12.3.3. Intellectual property indemnification

1. In performing the Services, Contractor shall not incorporate into the Facility, or use in connection with the Facility or the performance of the work, any materials, methods, processes, systems or service that involve the use of any confidential information, intellectual property or proprietary rights that Contractor does not have the right to use or incorporate or which may result in claims or suits against Owner, Contractor or any Sub-Contractor arising out of claims of infringement of any third-party, domestic or foreign patent rights, copyrights, other proprietary rights, or intellectual property rights, licenses or agreements, or applications for any thereof, or rights of use of confidential information
2. Contractor shall provide Owner with royalty free license for the sole purpose to operate and maintain the Facility, if any
3. Contractor shall fully indemnify and save harmless and defend the Owner Indemnified Parties from and against any and all Damages that the Owner Indemnified Parties may suffer, incur, or pay by reason of any claims or suits arising out of claims of infringement of any patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to equipment, designs, techniques, processes, and information designed or used by Contractor or any Sub-Contractor in performing the Work or supply of Goods hereunder or under the Sub-Contracts in any way incorporated in or related to the Project other than any such equipment, designs, techniques, processes, and information provided by the Owner Indemnified Parties

4. If, in any suit or claim relating to the foregoing, a temporary restraining order or preliminary injunction is granted, Contractor shall make every effort to secure the suspension of the injunction or restraining order. If, in any such suit or claim or any part, combination or process thereof, is finally held to constitute an infringement and its use is permanently enjoined, Contractor shall promptly make every reasonable effort to secure for Owner a license, at no Cost to Owner, authorizing continued use of the infringing Goods or Work. If Contractor is unable to secure such license within a reasonable time, Contractor shall, at its own expense and without impairing performance requirements, either replace the affected Goods or Work, or part, combination, or process thereof with non-infringing components or parts or modify the same so that they become non-infringing
5. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled

12.3.4. Notice and legal defense

Promptly after receipt by a Party of any claim or Notice of the commencement of any action, administrative or legal proceeding, or investigation as to which the indemnities provided may apply, such Party shall notify the other Party in Writing of such fact provided that the failure of a Party to give any such Notice promptly shall not excuse the indemnifying Party from its indemnification obligations hereunder except to the extent any such failure actually prejudices the indemnifying Party in the defense of such matters.

The indemnifying Party shall assume on behalf of the indemnified Party and conduct with due diligence and in good faith the defense thereof with counsel reasonably satisfactory to the indemnified Party; provided that the indemnified Party shall have the right to be represented therein by advisory council of its own selection and at its own expense; and provided, further, that if the defendants in any such action include both the indemnifying Party and the indemnified Party and the indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the indemnifying Party, the indemnified Party shall have the right to select separate counsel to participate in the defense of such action on its own behalf at the indemnifying Party's expense.

The indemnified Party shall, at the request of the indemnifying Party, provide all reasonably available assistance in the defense or settlement of any such claim, action, proceeding or investigation, and all reasonable costs and expenses incurred by the indemnified Party in connection with the defense or settlement of any such claim, action, proceeding or investigation shall be reimbursed by the indemnifying Party promptly upon demand thereof. The indemnified Party shall not settle or compromise any claim, action or proceeding without the prior Written consent of the indemnifying Party such consent not to be unreasonably withheld.

12.3.5. Failure to defend action

If any claim, action, proceeding, or investigation arises as to which the indemnities provided may apply, and the indemnifying Party fails to assume the defense of such

claim, action, proceeding or investigation, then the indemnified Party may at the indemnifying Party's expense contest or settle such claim.

12.3.6. Expiration of indemnity

The provision of this section 12.3 shall survive the termination of the Contract, provided that neither Party shall have any indemnity obligations pursuant to this section 12.3 for any claim arising out of or resulting from events or circumstances occurring after the termination of this Contract.

12.4. Contractor's care of works

The Contractor shall take full responsibility for the care of the Works from the date of Commencement Date and then till the end of the tenure of the Contract.

The Contractor shall take responsibility for the care of any outstanding Work or obligations which is required to be completed/ fulfilled prior to the expiry of the Contract Period, until the Owner confirms in Writing that such outstanding Work or obligation has been completed/ fulfilled.

If any loss or damage happens to the Facility, during the period for which the Contractor is responsible, the Contractor shall rectify such loss or damage, at his cost, so that the Works conform to the Contract. The Contractor shall also be liable for any loss or damage to the Works caused by operations carried out by the Contractor from the date of Commencement Date until the expiry of the Contract Period in so far as such loss or damage is not covered under Insurance to be taken by the Owner for operation of Facility.

12.5. Claims, disputes, mutual settlement, and arbitration

12.5.1. Procedure for claims

1. If the Contractor or Owner intends to claim any additional payment under any section of the Contract, the Party claiming shall give notice to the other Party or as soon as possible and in any event within 30 (thirty) days of the start of the event giving rise to the claim
2. Within 30 (thirty) days of such notice, or such other time as may be agreed, the Party claiming shall send to the other Party an account, giving detailed particulars of the amount and basis of the claim along with the necessary supporting documentation. Where the event giving rise to the claim has a continuing effect, such account shall be considered as interim. The Party claiming shall then, at such intervals as the other Party may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further particulars. Where interim accounts are sent to the other Party, the Party claiming shall send a final account within 15 (fifteen) days of the end of the effects resulting from the event
3. If the Party claiming fails to comply with section 12.5.3, it shall not be entitled to any additional claim and shall be deemed to have waived the same

12.5.2. Mutual settlement

1. Any disputes or differences arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties
2. If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of deviations in performance, whether before or after termination, abandonment, or breach of Contract, it shall, in the first place be referred to and settled by Owner, who within a period of 30 (thirty) days on request by either Party to do so, shall give written notice of its decision to the Contractor
3. If the Owner has given written notice of its decision to the Contractor and no dissatisfaction with the decision has been communicated by the Contractor within 30 (thirty) days from receipt of such notice, the said decision shall become final and binding on the Parties
4. In the event the Owner fails to notify its decision within 30 (thirty) days, or in the event of the Contractor being dissatisfied with the decision, within 30(thirty) days after the expiry of the initial thirty-day period, either Party may require that the matter in dispute be referred to the Parties' respective Managing Directors or CEOs
5. All disputes or differences, if any, of the Owner has not become final or binding, shall be referred within the next 30 (thirty) days, for resolution by the intervention of the Managing Directors or CEOs of the respective Parties within the next 30 (thirty) days through mutual agreement

12.5.3. Arbitration

1. If the disputes or differences under section 12.5.2 (5) herein above are still not resolved, the same shall be referred for arbitration in accordance with the Indian Arbitration & Conciliation Act, 1996, or any statutory modification or enactment thereof for the time being in force
2. The Contractor and the Owner will continue to perform their respective obligations under the Contract during the Arbitration proceedings unless such performance itself relates to the dispute referred to Arbitration pursuant to this sub-section
3. The Arbitrator Panel shall consist of 3 (Three) arbitrators, one to be appointed by the Owner and Contractor respectively and a third one to be appointed by the two arbitrators so appointed by the Owner and the Contractor and the third arbitrator shall be appointed in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. It is to be noted that when one Party appoints an Arbitrator, the other Party should appoint their Arbitrator within 30 (thirty) days. The arbitration shall be held in Ahmedabad and the courts in Ahmedabad shall have jurisdiction on any matter connected with any Arbitration under this section 12.5.2
4. Arbitration shall be sole and exclusive remedy between the Parties regarding the dispute referred to Arbitration and any claims, counterclaims issues or accountings presented or plead to the arbitrators in connection with such dispute
5. The award rendered in any Arbitration commenced hereunder shall be final and conclusive. The award should be implemented and promptly paid
6. The Arbitrators shall have full powers to review or revise the decisions, opinions, certifications, or valuations of the Owner. The Owner and the Contractor hereby undertake to carry out the award without delay. The expenses of Arbitration shall be paid as may be determined by the arbitrators. They may from time to time, with the

consent of the Parties, enlarge the time for making the award. In case of aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the Parties to nominate another arbitrator with mutual consent of both the Parties

7. No decision of the Owner in accordance with foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to arbitrators as foresaid
8. Section 12.5.2 shall remain in full force and effect notwithstanding any lawful termination of the Contract where either Arbitration has already commenced or the liabilities between the Owner and the Contractor have not been fully determined

12.6. Representations and warranties

Each Party hereby represents and warrants to the other Party that:

12.6.1. Organization, power, and authority

It is duly organized and validly existing under the laws of its jurisdiction of incorporation and is qualified to do business in India, and in all other jurisdictions in which the nature of the business conducted by it makes such qualification necessary and has all requisite legal power and authority to carry on its business and to execute the Contract and to perform the terms, conditions, and provisions hereof.

12.6.2. Authorization

The execution, delivery, and performance by such Party of the Contract have been duly authorized by all requisite corporate action.

12.6.3. Enforceability

The Contract constitutes the legal, valid, and binding obligation of such Party, enforceable in accordance with the terms hereof.

12.6.4. No conflict

Neither the execution nor delivery nor performance by such Party of the Contract, nor the consummation of the transactions contemplated hereby, will result in a violation of, or a conflict with, any provision of the organizational documents of such Party; a contravention or breach of, or a default under, any term or provision of any indenture, Contract, agreement, or instrument to which such Party is a Party or by which such Party or its property may be bound, or a violation by such Party of any Law.

12.6.5. No violation of the Law

It is not in violation of any Law, which violations, individually or in the aggregate, could reasonably be expected to have an adverse effect on it or its performance of any obligations hereunder.

12.6.6. Litigation

There is no action, suit or proceeding now pending or (to its best knowledge) threatened against it (or any Sub-Contractor, in the case of the Contractor) before any court or administrative body or arbitral tribunal that could reasonably be expected to adversely affect the ability of such Party (or any Sub-Contractor, in the case of the Contractor) to perform its obligations hereunder (or under any Subcontract) other than those notified to the Owner in writing by the Contractor.

12.6.7. Contractor's representations and warranties

The Contractor represents and warrants that:

1. It has or will be the holder of all Permits required to allow it to operate or conduct its business as contemplated hereby
2. It has thoroughly examined this Contract and all Applicable Laws and has become familiar with their terms
3. It has, and its Sub-Contractors have, full experience and proper qualifications to execute operations and maintenance of Wind Power assets as per the terms under the Contract
4. It has ascertained the nature and location of all work to be performed at the Site, the character and accessibility of the Site and its surrounding areas, availability of lay-down areas for Equipment and tools, the existence of obstacles to construction (including any reasonably identifiable underground obstacles, if any, referred to in this Contract), the availability of facilities and utilities, the location and character of existing or adjacent work or structures, the conditions of roads, waterways and railroads in the vicinity of the Site and in the relevant State in India, including the conditions affecting shipping and transportation (such as the limitations of bridges and tunnels), access, disposal, handling and storage of materials, the surface conditions and other general and local conditions, including labor, safety, weather, environmental conditions, geological conditions, if any, noted in this Contract, water supply, water quality, waste water capacity of existing municipal systems and all other matters that might affect its performance of the Work
5. It is familiar with all necessary facilities for delivering, handling, and storing all equipment and other parts of the Work
6. It is familiar with all labor conditions and agreements relating to the performance of the Work
7. The Contractor has no reason to believe that any Contractor Permits will not be readily obtainable by the Contractor in the ordinary course of business upon due application therefore
8. It has satisfied itself as to the means of communication with and access to and through the Site and accommodations it may require and the precautions and times and methods of working necessary to prevent any Contractor Person from creating any nuisance or interference, whether public or private, which might give rise to any law-and-order problems within or outside the Site

12.7. Enforcement of terms

The failure of either Party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights, or options or in any way to affect the validity of the Contract.

The exercise by either Party of any of its rights herein shall not preclude or prejudice either Party from exercising the same or any right it may have hereunder.

12.8. Miscellaneous

12.8.1. Non-waiver

Neither Party shall be deemed to have waived any right under this Contract unless such Party shall have delivered to the other Party a written waiver signed by such waiving Party. No failure or successive failure by either Party to enforce any covenant or agreement, and no waiver or successive waivers by either Party of any condition of this Contract, shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair such Party's right to enforce the same in the event of any subsequent breach thereof by the other Party.

12.8.2. Severability

If any of the terms, covenants, or conditions hereof or the application of any such term, covenant or condition shall be held invalid or unenforceable as to either Party or as to any circumstance by any court or arbitrator having jurisdiction, the remainder of such terms, covenants or conditions shall not be affected thereby, shall remain in full force and effect, and shall continue to be valid and enforceable in any other jurisdiction. In such event, the Parties shall negotiate in good faith to substitute a term, covenant, or condition in this Contract to replace the one held invalid or unenforceable by a mutually agreed amendment to this Contract with a view toward achieving a valid and enforceable legal and economic effect as similar as is then reasonably possible to that originally provided for in this Contract.

12.8.3. Survival of provisions

In order that the Parties may fully exercise their rights and perform their obligations hereunder arising from the performance of the Work, such provisions of this Contract that are required to ensure such exercise or performance shall survive the termination of this Contract for any cause whatsoever.

12.8.4. Entire agreement

This Contract constitutes the entire agreement and contains all of the understandings and agreements of whatsoever kind and nature existing between the Parties, and supersedes, to the extent permitted by Indian law, all prior written or oral agreements, commitments, representations, communications, and understandings between the Parties.

12.8.5. Amendment

No amendment, waiver or consent relating to this Contract shall be effective unless it is in writing and signed by the Parties

12.8.6. Successors and assigns

All of the terms and provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Contract is for the sole benefit of the Parties, and to the extent provided herein, the Indemnities, and is not for the benefit of any other Person.

12.8.7. Counter parts

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all such counterparts shall together constitute one and the same Contract.

12.8.8. No benefit to third Parties

For the avoidance of doubt, this Contract is not intended to confer any legally enforceable rights on any Person other than the Parties, their successors in title and their permitted assignees, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Part 3: Instructions to Bidders

1. Introduction

1.1. Bidding process overview

GMDC has adopted a single stage two packet envelope Bidding system separately for Technical Bid and Price Bid with evaluation as per Quality cum Cost Based System (QCBS) method as detailed out in section 5.4 of Part 3 of this document.

Technical Bid and Price Bid shall be submitted online through <https://gmdc.nprocure.com>.

The Bids for which the Price Bid is submitted in hard copy / physical form shall be rejected as non-responsive.

Complete Bid shall be submitted on or before the time and date fixed for submission of technical and price Bids as detailed in section 1.6 of Part 3 of this document. Bids delivered after the due dates will be rejected.

The Bidders need to offer their Bids which conform to the scope of work and terms and conditions detailed in Part 2 of this document.

As a first step, evaluation of Technical Bid will be conducted as per section 6.2 of Part 3 of this document. Post the evaluation of Technical Bids, the Price Bids of only those Bidders meeting the pre-qualification and technical criteria detailed in sections 5.1 and 5.2 of Part 3 of this document shall be opened.

Subsequently, a Price Bid evaluation of technically qualified Bidders will be carried out as per section 6.3 of Part 3 of this document. The Bids will finally be ranked from the highest to lowest according to their combined technical and price scores (described as 'Composite Score') derived based on the Quality cum Cost Based Score (QCBS) specified section 5.4 of Part 3 of this document. The Bidder obtaining the highest composite score shall be considered as the 'Preferred Bidder'.

1.2. Due diligence

Before Bidding, the Bidder shall undertake and shall be deemed before Bidding to have undertaken a thorough study of the proposed work, the job Site(s) involved, the Site conditions, the labor, power, water, material and equipment availability, transport and communication facilities and temporary offices and accommodation quarters, and all other factors, constraints, and facilities necessary for the formulation of the Bid, supply of materials and the performance of the work.

The Bidder shall inspect and examine the Site and its surroundings and shall satisfy themselves before submitting their Bid as to the nature of the ground present, physical conditions and all roads, approaches and lands which may be used temporarily otherwise in connection with the works, means of access to the Site accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies & other circumstances which may influence or affect their Bid.

The intending Bidders shall be deemed to have visited the Site and familiarized themselves thoroughly with the working conditions at the work Site before submitting the Bid. Non-familiarity with the Site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications.

It will be imperative on each Bidder to acquaint himself of all local laws, conditions and factors which may have any effect on the execution of works and supplies under the Bid document. In their own interest, Bidder is requested to familiarize themselves with (but not limited to) the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962, Factory Act, Contract Labor Arbitration Act/ PF Act, Employees State Insurance Act (ESI) 1948 & other related Acts and Laws & Regulations of India, with their latest amendments, as prevalent in India. Owner shall not entertain any request for clarification from the Bidder regarding such local conditions.

It must be understood and agreed that such factors have properly been investigated and considered while submitting the Bid. No claim for financial and other adjustments to the Contract price, on account of lack of clarity or proper understanding of such factors, shall be entertained.

1.3. Acknowledgement by Bidder

By submitting the Bid, the Bidder acknowledges that:

1. It has made a complete and careful examination of the scope of work and terms and conditions mentioned in Part 2 of this document
2. It has made available all the relevant information requested by GMDC
3. It accepts the risks of inadequacy, or error due to improper due diligence on its part as described in section 1.2 of Part 3 of this document
4. It does not have any conflict of interest
5. It is bound by the undertakings provided by it under and in terms hereof

GMDC shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by GMDC.

1.4. Cost of Bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. GMDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

1.5. RFP Fee

Bidder will need to submit non-refundable RFP Document/Tender Fee of INR 17,700 (i.e., RFP fee of INR 15,000 plus 18% GST). The RFP Document Fee shall be submitted in the form of a Demand Draft in favor of “**Gujarat Mineral Development Corporation Limited**” and **payable at Ahmedabad** along with the Bid as per marking and sealing section. This Demand Draft for RFP document shall be non-refundable. Bids that are not accompanied by

the RFP Fee in acceptable amount and form shall be considered non-responsive and shall be consequently rejected.

1.6. Schedule of Bidding

The key activities and timelines for the Bidding process have been detailed below. While GMDC shall endeavor to adhere to the timelines, it is subject to approvals and other external contingencies.

Category	Activity	Schedule
RFP release	Issuance of Bid package to Bidders	RFP shall be available from 14 th Oct 2022 from the website http://www.gmdcltd.com and https://gmdc.nprocure.com
Bid queries	Deadline for receiving queries from Bidder	Bidders may send their queries by 21 th Oct 2022 up to 1700 hrs.on the following e-mail ID: jndave@gmdcltd.co.in , power@gmdcltd.co.in
	Pre-Bid meeting	The pre-Bid meeting shall be held at 1100 hrs. on 03 rd Nov 2022 at the following address: Gujarat Mineral Development Corporation Ltd Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052
Bid submission and evaluation	Online submission of Price Bid	Bidders shall submit their Price Bids online on https://gmdc.nprocure.com on or before 11 th Nov 2022
	Submission of Technical Bid (hard copy), RFP Fee and EMD in person	Bidders shall submit their Technical Bids strictly after the submission of the Price Bid but on or before 12 th Nov 2022 up to 1800 hrs. at the following address: Gujarat Mineral Development Corporation Ltd Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052 The Technical Bid, RFP fee, and EMD shall be made by Speed Post / RPAD / Hand / Courier
	Technical presentations by Bidders	To be informed to the Bidder in advance
Vendor selection	Evaluation of Technical and PriceBids and selection of vendor	To be informed to the Bidder after the Bid submission date

2. Bid requirements

2.1. Bid validity

Bids shall remain valid for a period of not less than 180 (one hundred and eighty) days from the Bid submission date (described as 'Bid Validity Period'). The Bid shall be considered non-responsive if such Bid is valid for a period less than the Bid Validity Period.

In exceptional circumstances, prior to expiry of the original Bid Validity Period, relevant authorities from GMDC may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security / EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with section 2.5 of Part 3 of this document in all respects.

2.2. Number of Bids by Bidder

No Bidder shall submit more than one Bid pursuant to this RFP. If a Bidder submits or participates in more than one Bid, such Bids by the Bidder shall be disqualified.

2.3. Governing law and jurisdiction

The Bidding process shall be governed by and construed in accordance with the Indian laws and the courts at Ahmedabad, Gujarat shall have exclusive jurisdiction over all disputes arising under, pursuant to, and / or in connection to the Bidding process.

2.4. GMDC's right to accept and reject any Bids or all Bids

Notwithstanding anything contained in this RFP, GMDC reserves the rights to accept or reject any Bid and to annul the Bidding process / Bid evaluation process and reject all Bids at any time without any liability or any obligations for such acceptance, rejection, or annulment, without assigning any reasons thereof.

It shall be deemed that by submitting the Bids, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection to the Bidding process and waives, to the fullest extent permitted by Applicable Laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

Without prejudice to the generality of the above terms, GMDC reserves the right to reject any Bid if:

1. The Bid does not meet the technical eligibility and qualification criteria specified in this RFP
2. A material misrepresentation is made or discovered at any time, or if the Bidder is found to be indulging in fraudulent and corrupt practices

3. The Bidder does not provide, within the time specified by GMDC, the supplemental information sought by GMDC for evaluation of the Bid
4. The Bidder submits a conditional Bid

If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then GMDC reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of GMDC, including annulment of the process.

2.5. Earnest Money Deposit (EMD) / Bid Security

The Bidder shall furnish a separate Bid Security (described as 'Earnest Money Deposit') as part of its Bid as per the given format. The Bid Security / EMD shall be sealed in separate sealed envelope along with the RFP fee, as described in section 4.4 of Part 3 of this document. An amount of INR 15 Lakhs shall be approved as EMD by approved banks, in favor of "Gujarat Mineral Development Corporation Ltd." The list of approved banks has been listed in Annexure 12.

The EMD shall be in any of the below mentioned format:

1. Account payee Demand Draft / Banker's Cheque
2. An irrevocable Bank Guarantee, as per Annexure 10, payable at Ahmedabad and valid for a period of 210 (two hundred and ten) days from the Bid submission date in the prescribed format. The validity of the bank guarantee may be extended as per mutual agreement between GMDC and the Bidder, as per section 2.1 of Part 3 of this document

Any Bid not accompanied with valid Earnest Money Deposit and RFP fee in the acceptable amount, form, and validity period will be summarily rejected by GMDC as being non-responsive and Bids of such Bidder shall not be evaluated further.

GMDC shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest free.

The EMD shall be furnished in Indian Rupees only.

The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding process. Where Bid Security has been paid by Demand Draft/ Banker's Cheque deposit, the refund thereof shall be in the form of an account payee demand draft in favor of the unsuccessful Bidder(s). Bidders may, by specific instructions in writing to GMDC, give the name and address of the person in whose favor the said demand draft shall be drawn by GMDC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the Bidding.

GMDC shall be entitled to forfeit and appropriate the Bid Security as damages inter alia in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that GMDC will suffer loss and damage on account of

withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

1. If a Bidder engages in corrupt, fraudulent, coercive, undesirable, or restrictive practices as specified in section 8 of Part 3 of this document
2. If a Bidder withdraws its Bid during the Bid validity period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and GMDC
3. In the case of a successful Bidder if it fails within the specified time limit:
 - a. to sign and return the duplicate copy of LOA
 - b. to sign the Agreement within the time period specified by GMDC
 - c. to furnish the Performance Security within the period prescribed therefore in the RFP, or commits any breach prior to furnishing the Performance Security

3. Pre-Bid activities

3.1. Content of the RFP

This RFP comprises of the content listed below and may additionally include any addenda issued in accordance with section 3.4 of Part 3 of this document.

Part 1: Introduction

Part 2: Terms of reference / Scope of work

Part 3: Instructions to Bidders

Part 4: Annexures

3.2. Clarification to RFP document

Bidders requiring any clarification on the RFP may notify GMDC in writing through email at the address provided in section 1.6 of Part 3 of this document.

Bidders must send in their queries on or before the date mentioned in section 1.6 of Part 3 of this document in order to enable GMDC to have adequate notice of the said queries so that the same can be addressed at the Pre-Bid Meeting or shortly later.

GMDC shall endeavor to respond to the queries within a short span of time prior to the Bid submission date. The responses to queries will be uploaded on website of GMDC <http://www.gmdcltd.com> and <https://gmdc.nprocure.com>.

GMDC is not bound to take cognizance of any queries raised after the date specified in section 1.6 of Part 3 of this document.

GMDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, GMDC reserves the right not to respond to any question or provide any clarification, at its sole discretion, and nothing in this section shall be taken or read as compelling or requiring GMDC to respond to any question or to provide any clarification.

GMDC may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by GMDC

shall be deemed to be part of the Bidding documents. Verbal clarifications and information shall not in any way or manner be binding on GMDC.

3.3. Pre-Bid meeting

A pre-Bid meeting would be held at time and an address specified in section 1.6 of Part 3 of this document. Bidders are advised to attend the meeting and will do so at their own expense.

During the course of pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of GMDC. GMDC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, considered appropriate for facilitating a fair, transparent and competitive Bidding process.

Responses to Bidders' clarification would be shared by uploading such responses online on GMDC's website (i.e. <http://www.gmdcltd.com> and <https://gmdc.nprocure.com>), if required, in the form of an addendum and or corrigendum.

Non-attendance at the pre-Bid meeting shall not be a cause for disqualification of a Bidder. However, terms and conditions of the addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the pre-Bid meeting.

3.4. Amendment of Bidding documents

At any time prior to the Bid submission date, GMDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addenda/corrigendum.

Any addendum/corrigendum issued hereunder will be in writing and shall be uploaded on GMDC's website <http://www.gmdcltd.com> and <https://gmdc.nprocure.com>.

In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, GMDC may, in its sole discretion, extend the Bid submission date.

4. Preparation and submission of Bids

4.1. Language of Bid

The Bids and all related correspondence and documents in relation to the Bidding process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder.

The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event, there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

4.2. Bid currency

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

4.3. Format and signing of Bid

The Bidder shall provide all the information sought under this RFP. GMDC will evaluate only those Bids that are received in the required formats and complete in all respects.

The Bid must be properly signed by the authorized signatory as detailed below:

1. Proprietor, in case the Bidder is a proprietary firm, or
2. Duly authorized person holding a Power of Attorney, in case Bidder is either a Limited Company or a Limited Liability Partnership firm

In case of the Bidder being Company incorporated under Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favor of the person vesting power to the person signing the Bid.

4.4. Sealing and marking of Bids

4.4.1. EMD and RFP fee

The original instruments of the Bid Security of the required value and in the approved format as specified in section 2.5, along with the RFP fee as specified in section 1.5 shall be sealed in an envelope on which the following shall be superscribed:

“RFP No. GMDC / WIND / ROJMAL / 46 / 2022-23 for selection of Contractor for comprehensive O&M of GMDC’s 50 MW wind power project at Rojmal, Gujarat – EMD and RFP Fee”.

4.4.2. Technical Bid

The technical Bid shall be submitted in hard copy and shall include the following documents:

S. No	Reference	Document details
1	Annexure 1	Letter of Bid submissions signed by authorized signatory of Bidder
2	Annexure 2	Bidder’s experience and credentials <ul style="list-style-type: none">– Certificate of incorporation, MoA, AoA, GSTIN registration– Evidence for work experience of similar nature – copy of work order, Contract and completion certificate, or Contract awarded, and threshold amount received if client documents are confidential– Agreement from AMSC for procurement of spares– Certificate of establishment / lease agreement / relevant agreements for office of warehouse in the state of Gujarat
3	Annexure 3	Declaration of workforce capabilities as per requirements of the RFP
4	Annexure 4	Comments and suggestions on the terms of reference / scope of work

S. No	Reference	Document details
5	Annexure 5	Statutory auditor/registered chartered accountants statement specifying revenue for last three financial years and net worth for last financial year
6	Annexure 6	No blacklisting certificate on stamp paper
7	Annexure 7	Authorization of signatory in the form of Board Resolution/ or Power of Attorney (POA notarized and Applicable in case of Bid not being signed by the person directly authorized by the firm), as applicable
8	Annexure 8	Undertaking for information and documents provided
9		RFP documents issued along with updated addendums/amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.

The documents required as part of the Technical Bid shall be submitted in hard copy in person as per the required format. All the documents shall be placed and sealed in an envelope on which the following shall be superscribed:

“RFP No. GMDC/WIND/ROJMAL/46/2022-23 for selection of Contractor for comprehensive O&M of GMDC’s 50 MW wind power project at Rojmal, Gujarat- Technical Bid”.

Both enveloped specified in sections 4.4.1 and 4.4.2 shall be placed in an outer envelope and the following shall be superscribed:

“RFP No. GMDC/WIND/ROJMAL/46/2022-23 for selection of Contractor for comprehensive O&M of GMDC’s 50 MW wind power project at Rojmal, Gujarat- Bid Submission”.

4.4.3. Price Bid

Price Bid shall be duly filled by the Bidder at designated places on <https://gmdc.nprocure.com> as per the format provided in the Annexure 9.

4.5. Bid submission date

The last date and time of submission of the Bids (the “Bid submission date”) are specified in section 1.6. The Bidders shall duly submit their Technical and Price Bids according to the dates specified.

GMDC may, in its sole discretion, extend the Bid submission date by issuing an addendum uniformly for all Bidders as per section 3.4. In such event, the extended Bid submission date shall be applicable for all Bidders. Any such change in the Bid submission date shall be notified to the Bidders by uploading the addenda on GMDC’s website <http://www.gmdcltd.com> and <https://gmdc.nprocure.com>.

4.6. Late submission

Physical submissions for Technical Bid and EMD and RFP fee received by GMDC after the specified time and date shall not be eligible for consideration and shall be summarily rejected.

GMDC shall not be responsible for any delay or non-receipt / non-delivery of any documents/ or technical issues pertaining to online Bid. The Bidder is expected to take its registration for e-tendering well in time and complete all procedure relating to e-submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for online Bidding may use the training made available by e Bidding platform nProcure. The contact details of nProcure are as follows:

nCode Solutions (A Division of GNFC Ltd.)

403, GNFC Infotower, Bodakdev,

Ahmedabad - 380054. India

Sales : 079- 4000 7323

Support : 079- 4000 7300

Email : nprocure@ncode.in

4.7. Modification and withdrawal of Bids

Bidder shall not be able to modify any part of its Bid after the Bid submission date. In order to avoid forfeiture of Bid Security, a Bidder may withdraw its Bid after online submission thereof. The Bidder may modify, substitute, or withdraw its Bid online after submission, prior to the Bid submission date.

Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid submission date, unless the same has been explicitly sought for by GMDC, shall be disregarded.

5. Bid evaluation criteria

5.1. Pre-qualification criteria

The document verification shall be done of only those Bidders who are considered to be responsive as per section 6.2.1. A Bidder must meet the following pre-qualification criteria in order to progress to the next stage of the evaluation process:

1. The Bidder should be a Company registered in India under Indian Companies Act 1956/2013 or Limited Liability Partnership firm registered under LLP act in India (Registration certificate/certificate of Incorporation of business to be submitted)
2. The Bidder must have at least one office in India which has been operational for the last three years or more (certificate of commencement may be provided).
3. The Bidder must have an average audited annual revenue of INR 40 crores (forty crores) per annum, for the last three years. In case a Bidder is following a calendar year then it should provide audited revenue from 2019 to 2021. In case a Bidder is following financial year then it should provide audited revenue from 2019-20 to 2021-22

4. The Bidder must have a positive net worth for the previous audited year as per the audited financial statement immediately preceding the current financial year (i.e., for 2021-22).

The net worth shall be defined as follows:

Net worth = Paid-up share capital + Reserves – Revaluation reserves – Intangible assets – Miscellaneous expenditures to the extent not written off and carry forward losses

5. The Bidder should have completed similar work, as a main Contractor, during the last 7 years ending on last day of June 2022. The value of the undertaken work for evaluation shall be considered as under, and the Bidder shall meet at least one of the below mentioned criteria:

Three similar completed works each having an amount of INR 200(two hundred) Lakhs

OR

Two similar completed works each having an amount of INR 300 (three hundred) Lakhs

OR

One similar completed work having an amount of INR 400 (four hundred) Lakhs

All values exclude GST / Service Tax.

Similar works shall mean Bidders have experience in at least of the following:

- a. Design, engineering, supply, installation, commissioning of wind power assets of 50 MW capacity or higher carried out under a single LOI / work order / agreement
- b. Annual Maintenance Contract (AMC) for wind power assets of 50 MW or higher carried out under a single LOI / work order / agreement
- c. Annual Rate Contract (ARC) for wind power assets of 50 MW or higher carried out under a single LOI / work order / agreement
- d. Operations and maintenance of wind power assets of 50 MW or higher carried out under a single LOI / work order / agreement

The Bidder shall submit Certificate of Completion for the above experience from the relevant organization on whose asset the work was undertaken stating satisfactory performance of the work. In case the client serviced is confidential, the Bidder shall provide a self-certification with document evidence including work order / relevant sections of the contract / agreement

In case the similar work has been done in-house, self-certification with a logical methodology to assess the value of the work.

6. The Bidder should not have been not have been blacklisted as on the Bid submission date by any Public Sector Undertaking (PSU) / Central or State Government in India / Central or State Government undertaking. The Bidder shall need to submit No Blacklisting Affidavit as per format specified in Annexure 6

7. Consortiums are not permitted to participate in the Bidding process
8. The Bidder shall have entered into an agreement with AMSC for procurement of critical spares and software for WTGs of Inox make

5.2. Technical Score

The Technical Bids of Bidders meeting pre-qualification criteria shall be considered for evaluation and assignment of technical scores. The technical evaluation will be conducted in two steps, evaluation of technical Bids and evaluation of technical presentation. The Technical Score (TeS) will be computed as the sum of the scores in technical Bid and technical presentation.

5.2.1. Technical Bid

The score of the Bidder's Technical Bid shall be evaluated as per the scoring system detailed below.

Category	Criteria	Thresholds	Score	Verification
Prior experience	Number of years in Wind Power Project O&M in India (in-house and third-party O&M services)	5 points - \geq 5 years 4 points - \geq 4 years 3 points - \geq 3 years 2 points - \geq 2 years 1 point - \geq 1 years	5	Document evidence including relevant portions of the work order / Contract / completion certificate for contracts undertaken (Annexure 2, Part B)
	Number of third-party contracts executed (completed and ongoing) for Wind Power Project O&M in India till date of Bid submission	15 points - \geq 10 projects 12 points - \geq 08 projects 9 points - \geq 06 projects 6 points - \geq 04 projects 3 point - $<$ 4 projects	15	
	Portfolio of Wind O&M (in-house and third-party) executed (completed and ongoing) in India till date of Bid submission (in MW)	15 points - \geq 1 GW 12 points - \geq 750 MW 9 points - \geq 500MW 6 points - \geq 250 MW 3 point - $<$ 250 MW total	15	
	Portfolio of O&M for Inox WTGs executed till date of Bid submission (in MW)	5 points - \geq 200 MW 4 points - \geq 150 MW 3 points - \geq 100 MW 2 points - \geq 50 MW 1 points for $<$ 50 MW	5	

Category	Criteria	Thresholds	Score	Verification
Workforce capabilities	Employees in Wind O&M services	5 points - \geq 300 employees 4 points - \geq 250 employees 3 points - \geq 200 employees 2 points - \geq 150 employees 1 point - <150 employees	5	Self-declaration of workforce capabilities (Annexure 3)
Supply chain capabilities	Established operations in Gujarat with at least one office / warehouse	10 points – Yes 0 points – No	10	Document evidence including relevant certificates of registration / lease agreements for office or warehouse (Annexure 2, Part B)
	Central Facility / workshop for repairing critical components	5 points – Yes 0 points – No	5	
Technical presentation	As per parameters defined in section 5.2.2	As per scores defined in section 5.2.2	40	
	Total		100	

5.2.2. Technical Presentation

The Technical Bid will be accompanied by a Technical Presentation to the Bid evaluation committee. Bidders shall prepare a presentation in PPT format and will be evaluated along the parameters detailed below. The Bidder shall, therefore, ensure appropriate details are incorporated in the presentation to be evaluated comprehensively.

The score of the Bidder's Technical Presentation shall be evaluated as per the scoring system detailed below.

Category	Parameter	Score
Turnaround capabilities in Wind O&M	Successful case studies including key activities for improvement in asset performance post takeover	4 points
	Timelines required for turnaround of asset performance and stabilization	
	Improvement in asset performance (availability and CUF) post turnaround	
Key personnel	Personnel with prior experience in turnaround of Wind assets / prior Inox experience	4 points
Deployment and operations	Plan for office setup and mobilization of personnel on Site post takeover	12 points

Category	Parameter	Score
	Plan for procurement and storage of critical spares and consumables on Site	
	Plan for segregation of SCADA and establishment of associated network infrastructure	
	Reporting and governance mechanism for effective performance monitoring	
Maintenance and spares practices	Annual plan for preventive maintenance of WTGs and USS yard	12 points
	Plan for deployment of additional workforce for preventive maintenance as required	
	Spares classification methodology	
	Inventory levels maintained for all categories of spares	
	Network of regional and central warehouses and logistics for replenishment	
Digital capabilities & value-added services	Tools / dashboards for monitoring key performance parameters	8 points
	Systems used for tracking spares inventory levels	
	Analytics initiatives undertaken for performance improvement	
	Value added services for improvement of asset performance and reliability	

5.3. Financial Score

The Bidders obtaining a Technical Score (sum of scores of Technical Bid and Technical Presentation) of minimum 60 (sixty) shall be considered as technically qualified Bidders. The Price Bid of only the technically qualified Bidders shall be opened.

The Bidders shall be required to quote the Fixed Operations and Maintenance Payment for each year, for the 3-year tenure of the Contract, as per the format provided in Annexure 9, through online submission of Price Bids.

The Financial Score shall then be evaluated as follows:

$$\text{Financial Score (FiS)} = \frac{\text{FiL}}{\text{FiC}} \times 100$$

Where,

FiL is the L1 (Lowest Bidder)'s aggregate Fixed Operations and Maintenance Payment for the tenure of the contract (i.e., sum of quoted values for all 3 years)

FiC is the aggregate Fixed Operations and Maintenance Payment for the tenure of the contract (i.e., sum of quoted values for all 3 years) quoted by the Bidder

The Bidder recording the lowest aggregate Fixed Operations and Maintenance Payment for the tenure of the Contract among all technically qualified Bidders shall be given maximum score of 100.

5.4. Composite score

The Composite Score of the Bidders shall be computed using the Technical Score and the Financial Score as follows:

$$\text{Composite Score (CS)} = \text{Technical Score (TeS)} \times 70\% + \text{Financial Score (FiS)} \times 30\%$$

The technical criteria have been assigned a weightage of 70% while the commercial criteria have been assigned a weightage of 30%.

The Bidder obtaining the highest Composite Score shall be declared the Preferred Bidder. In case of a tie between two or more Bidders based on the Composite Score (i.e., two or more Bidder obtain the same Composite Score), the Bidder securing the higher Technical Score (TeS) among the tied Bidders shall be declared as the Preferred Bidder.

After negotiations at the discretion of GMDC, the LOA would be granted to the Preferred Bidder who would then be the Successful Bidder with whom the Agreement shall be signed.

6. Bid evaluation process

6.1. Opening of technical Bid

The Bidder's names, the presence or absence of requisite RFP Fee and Bid Security and such other details, as GMDC in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.

GMDC will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in section 6.2.

6.2. Evaluation of technical Bid

The Bidders shall be required to submit documents as per section 4.4.2 along with supporting documents. GMDC shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

6.2.1. Test of responsiveness

Prior to evaluation of the Technical Bids, GMDC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

1. The EMD, RFP Fee, and Technical Bids are submitted in hard copy as per the appropriate formats in person as per section 4.4.1 and 4.4.2 within the Bid submission date
2. The Price Bid is submitted online as per the appropriate format within the Bid submission date

3. It does not contain any conditionality
4. It is not non-responsive to the terms hereof and any other condition specified elsewhere in the RFP

GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by GMDC in respect of such Bid.

Evaluation of pre-qualification criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

6.2.2. Assessment of pre-qualification criteria

GMDC shall examine and evaluate the pre-qualification of each Technical Bid upon determining its responsiveness as per section 6.2.1.

The Bidder must meet pre-qualification criteria specified in section 5.1 and have submitted all documents as per section 4.4.2 in order to qualify for next stage of assessment.

Evaluation of Technical Bids to assign Technical Score of only those Bidders shall be carried out whose Bids are meeting the pre-qualification criteria and submitted all required documents.

6.2.3. Determination of technical score

GMDC shall examine and assign Technical Score to each pre-qualified Bid as per the scoring mechanism described in section 5.2.1.

Responsive and pre-qualified Bidders shall be called to make a Technical Presentation as per the parameters specified in section 5.2.2 and shall be scored by the committee.

The Technical Score of each Bid shall be calculated as the sum of the scores obtained in Technical Bid and Technical Presentation.

The Bids of the Bidders determined to be responsive, meeting the pre-qualification criteria, and obtaining a Technical Score of minimum 70 will be declared as technical qualified Bids, and the Bidders thereby shall be declared as technically qualified Bidders.

6.3. Evaluation of Price Bid

The Bidders shall be required to submit documents as per section 4.4.3. GMDC shall examine and evaluate the Price Bids as per the evaluation steps specified below.

6.3.1. Opening of Price Bid

The Price Bids of only the Bidders determined to be responsive and meeting the Pre-Qualification Criteria and obtaining required Technical Score in accordance with section 6.2 shall be opened.

The time and date of opening of Price Bids shall be informed to the Bidders who are declared as technical qualified Bidders pursuant to section 6.2.3 in advance. The name of Bidder, Bid rates, etc. will be announced at such opening.

6.3.2. Determination of financial score

GMDC shall determine the Financial Score for each technical qualified Bid as specified in section 5.3.

6.4. Determination of composite score

The Technical Score and Financial Score obtained by the Bidder shall be combined as per the formula provided in section 5.4.

The Bidder obtaining the highest Composite Score shall be declared the Preferred Bidder. In case of a tie between two or more Bidders based on the Composite Score (i.e., two Bidder obtain the same Composite Score), the Bidder securing the higher Technical Score (TeS) among the tied Bidders shall be declared as the Preferred Bidder.

After negotiations at the discretion of GMDC, the LOA would be granted to the Preferred Bidder who would then be the Successful Bidder with whom the Agreement shall be signed.

6.5. Clarification of Bids and request for information

To facilitate evaluation of Bids, GMDC may, at its sole discretion, seek in writing, clarifications / documents / missing information from any Bidder pertaining to its Bid. If the response from the Bidder is not received by GMDC before the expiration of the deadline prescribed in the written request, GMDC reserves the right to proceed with the evaluation process at the total risk and cost of the Bidder.

6.6. Verification and disqualification

GMDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by GMDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by GMDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GMDC there under.

GMDC reserves the right to reject any Bid and / or appropriate EMD if:

1. At any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
2. The Bidder does not provide, within the time specified by GMDC, the supplemental information sought by GMDC for evaluation of the Bid
3. In case of fraudulent Bid and the Bidder is found to be involved in fraudulent and corrupt practice as per section 8
4. In case the Bidder has any conflict of interest as per section 9
5. A Bidder makes an effort to influence GMDC in its decisions on the evaluation process/ selection process

6. While evaluating the Bid, if it comes to GMDC's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal
7. Record of poor performance such as abandoning the work, rescinding of Contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy
8. A Bidder submits or participates in more than one Bid under this RFP

If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then GMDC reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of GMDC, including annulment of the process.

In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification criteria/ technical criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by GMDC to the Successful Bidder or the Contractor, as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the Contractor. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the RFP and/or the Contract.

6.7. Contacts during Bid evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time GMDC makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested Parties are advised to refrain, save and except as required under the Bidding documents, from contacting by any means, GMDC and/ or their consultants/ employees/representatives on matters related to the Bids under consideration.

6.8. Correspondence with Bidder

Save and except as provided in this RFP, GMDC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

6.9. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising GMDC in relation to, or matters arising out of, or concerning the Bidding process. GMDC will treat all information, submitted as part of

the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. GMDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or GMDC or as may be required by law or in connection with any legal process.

7. Appointment of Contractor

7.1. Notification of award

Prior to expiry of the Bid Validity Period, GMDC shall notify the Preferred Bidder as the Successful Bidders through letter that their Bid has been accepted. This letter (“Letter of Award”/ “LOA”) shall be issued, induplicate, and shall specify the sum which GMDC shall pay to the Successful Bidder and sum that the Successful Bidder shall pay to GMDC in consideration of scope as per the terms of Contract.

Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, GMDC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next eligible and qualified Bidder may be considered.

7.2. Signing of agreement

After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the Performance Security as per the RFP provisions, to execute/sign the Agreement within the 30 (thirty) days from the date of LOA .

The Successful Bidder shall get correct amount of Stamp Duty adjudicated (Stamp Paper of Rs. 300 denominations can be used), at Ahmedabad in accordance with Applicable Law and submit the same in two copies duly stamped and executed within 30 (thirty) days from the dispatch of Letter of Award. GMDC shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under Applicable Law, shall be paid by the Successful Bidder.

After the signing of Agreement, the Successful Bidder shall be called the “Contractor”.

7.3. Performance Security

The Successful Bidder shall furnish Performance Security to GMDC for securing the due and faithful performance of its obligations under the Agreement, within 7 (seven) days from the date of acceptance of LOA, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 11) for amount of equivalent to 10% (Ten percent) of the Fixed Operations & Maintenance Payment (without GST) quoted for the first year of operations, payable to GMDC by the Successful Bidders (the “Performance Security”) from approved bank to GMDC. Such Performance Security shall be in favor of “Gujarat Mineral Development Corporation Ltd” and admissible and payable at Ahmedabad branch from approved bank to GMDC.

The Contractor shall maintain a valid and binding Performance Security for a period of 10 month. The Contractor shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the tenure of the Contract and thereafter until expiry of three months. In case tenure of the Contract is extended then the Contractor shall have to renew Performance Security for a period of extended tenure.

If the Successful Bidder, fails to furnish the Performance Security, it shall be lawful for GMDC to forfeit the EMD and cancel the Contract or any part thereof.

GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:

1. in the event GMDC requires to recover any sum due and payable to it by the Contractor including but not limited to damages; and which the Contractor has failed to pay in relation thereof; and
2. in relation to Contractor's breach in accordance with the terms contained in the Agreement

At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by GMDC in accordance with the provision of the Agreement, the Contractor shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh Performance Security, as the case may be, failing which GMDC shall be entitled to terminate the Agreement.

At the end of the tenure of the Contract, the Performance Security shall be returned to the Contractor without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.

7.4. Commencement of work

The Contractor shall commence the activities as part of the scope of work within 15 (fifteen) days of the date of the acceptance of LOA and submission of Performance Security. If the Contractor fails to either sign the Agreement as specified in section 7.2 or commence the assignment as specified herein, GMDC may invite the next best Bidder for negotiations. In such an event, the LOA, or the Agreement, as the case may be, may be cancelled / terminated.

A period of 2 (two) months from the Commencement Date shall be considered as the stabilization period during which no penalties or incentives shall be applicable on the key performance indicators (KPIs) defined in section 5 of Part 2 of this document.

7.5. Proprietary data

Subject to the provisions of section 6.9, all documents and other information provided by GMDC or submitted by Bidder to GMDC shall remain or become the property of GMDC. Bidder and the Contractor, as the case may be, are to treat all information as strictly confidential. GMDC will not return any Bid, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Contractor to GMDC in relation to the assignment pursuant to the scope of work / terms of reference shall be the property of GMDC.

7.6. Tax liability

The rates quoted in Price Bid Annexure 9 shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by GMDC.

GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

8. Fraudulent and corrupt practices

The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, GMDC may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in the Bidding process. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the Bidding documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, GMDC shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP document.

Without prejudice to the rights of GMDC hereinabove and the rights and remedies which GMDC may have under the LOA or the Contractor otherwise if a Bidder or Contractor as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding process, or after the issue of the LOA or the execution of the Contract and/or otherwise, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by GMDC during a period of 2 (two) years from the date of identification of such practice.

For the purposes of this section 8, the following terms shall have the meaning hereinafter respectively assigned to them:

1. **“Corrupt practice”** shall mean (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GMDC who is or has been associated in any manner, directly or indirectly, with the Bidding process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GMDC, shall be deemed to constitute influencing the actions of a person connected with the Bidding process); or (ii) engaging in any manner whatsoever, whether during the Bidding process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the LOA or the Contract or otherwise, who at any time

has been or is a legal, financial or technical adviser of GMDC in relation to any matter concerning the assignment

2. **"Fraudulent practice"** shall mean a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding process
3. **"Coercive practice"** shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding process
4. **"Undesirable practice"** shall mean(i)establishing contact with any person connected with or employed or engaged by GMDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding process; or (ii)having a Conflict of Interest as per section 9
5. **"Restrictive practice"** shall mean forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding process

9. Conflict of interest

The Bidder shall not have a conflict of interest that may affect the selection process. Any Bidder found to have a conflict of interest shall be disqualified. In the event of disqualification, GMDC shall forfeit and appropriate the Bid Security, if available, or as mutually agreed genuine pre-estimated compensation and damages payable to GMDC for, inter alia, the time, cost, and effort of GMDC including consideration of such Bid, without prejudice to any other right or remedy that may be available to GMDC hereunder or otherwise.

GMDC requires that the appointed Contractor provide professional, objective, and impartial advice and at all times hold GMDC's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Contractor shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of GMDC.

Without limiting the generality of the above, shall be deemed to have a conflict of interest affecting the selection process, if the relationship between two Bidders is established through common holding, either directly or through associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other and other terms as specified hereunder:

1. The Bidder, its member or associate (or any constituent thereof) and any other Bidder, its member or associate (or any constituent thereof) have common controlling Ownership interest. Common controlling Ownership interest for Company, Limited Liability Partnership Firm is defined as follows. Associates of the Bidding firm shall mean parent and/or subsidiary and/or sister concerned firm having meaning specified in definition section:
 - a. **If Bidder is a Company:** In such case, the Bidder (including its associate or any shareholder thereof of Bidder and/or its associates) possessing over 26% of the paid up and subscribed capital in its own company or associate as the case may be, also holds:

- i. more than 26% of the paid up and subscribed equity capital in the other Bidder, its member or associate of such other Bidder or associates is company and/or
 - ii. More than 26% of profit sharing in other Bidder or associates such other Bidder or associates is a Limited Liability Partnership firm and/or
 - b. **If Bidder is a Limited Liability Partnership Firm:** In such case, the Bidder or its partners or associate having a profit sharing of more than 26% of such Bidder or its partners or associate as the case may be also holds:
 - i. more than 26% of the paid up and subscribed equity capital in the other Bidder or associate of such other Bidder, its member or associates is company and/or
 - ii. more than 26% of profit sharing in other Bidder or its associates such other Bidder or its associates is a Limited Liability Partnership firm and/or
- 2. A constituent of such Bidders is also a constituent of another Bidders, or
- 3. Such Bidders receive or has received any direct or indirect subsidy or grant from any other Bidder/s, or has provided any such subsidy to any other Bidders, or
- 4. Such Bidder has the same legal representative for purposes of this Bid as any other Bidders or
- 5. such Bidders have a relationship with another Bidders, directly or through common third Parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders or
- 6. there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Contractor will depend on the circumstances of each case. While providing services to GMDC for this assignment, the Contractor shall not take up any assignment that by its nature will result in conflict with the present assignment
- 7. The Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder or any prospective Sub-Contractor due to prior, current contracts, engagements, or affiliations with GMDC. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP

Part 4: Annexures

Annexure 1: Letter of Bid submission

(To be printed on Bidder's letterhead)

Dated:

To,
General Manager (Power),
Gujarat Mineral Development Corporation Ltd
Khanij Bhavan,
132-Ring Road, Gujarat University Ground, Vastrapur,
Ahmedabad- 380052

Subject: Submission of Bid towards Request for Proposal (RFP) for selection of Contractor for comprehensive O&M of GMDC's 50 MW wind power project at Rojmal, Gujarat

Dear Sir/Madam,

We, the undersigned, offer to provide the comprehensive O&M services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Price Bid, as follows.

1. Physical submission of Technical Bid, RFP Fee, and EMD as per the requirement of the RFP
2. Online submission of Price Bid as per the requirement of the RFP

We are submitting our Bid in individual capacity. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Bid, i.e., before the date indicated in RFP, we undertake to negotiate on the basis of the proposed personnel. Our Bid is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Bid is accepted, to initiate the consulting services related to the assignment not later than the period specified in the RFP.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure 2: Bidder’s experience and credentials

A – Pre-Qualification Criteria

1. Bidder’s organization

[Provide here a brief description of the background and organization of your firm/entity. The brief description should include Ownership details, date, and place of incorporation of the firm, objectives of the firm etc. Provide supporting documents such as Certificate of Incorporation, MOA, AOA, GSTIN Registration, which may be applicable etc.]

2. Similar works by Bidder

[Using the format below, provide information on each project for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out job similar to the ones specified in Pre-Qualification Criteria set forth in the RFP (If possible, the Bidder shall specify exact job for which experience details may be submitted)]

Parameter	Response
Name of work	
Description of work	
Approx. value of the Contract(in INR)	
Duration of the work (in months)	
Start date (month and year)	
End date (month and year)	

Similar works shall mean Bidders have experience in at least of the following:

- a. Design, engineering, supply, installation, commissioning of wind power assets of 50 MW capacity or higher carried out under a single LOI / work order / agreement
- b. Annual Maintenance Contract (AMC) for wind power assets of 50 MW or higher carried out under a single LOI / work order / agreement
- c. Annual Rate Contract (ARC) for wind power assets of 50 MW or higher carried out under a single LOI / work order / agreement
- d. Operations and maintenance of wind power assets of 50 MW or higher carried out under a single LOI / work order / agreement

The Bidder must provide document evidence including relevant portions of the work order / Contract / completion certificate for contracts undertaken.

3. Agreement with AMSC

The Bidder must provide copy of the agreement with AMSC for procurement of spares.

B – Technical Criteria

1. Wind O&M experience

[Using the format below, provide information on each work for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, as per the Technical Criteria set forth in the RFP]

Parameter	Response
Name of work	
Make of the WTGs	
Capacity of Contract (in MW)	
Duration of the work (in months)	
Start date (month and year)	
End date (month and year)	

The Bidder must provide document evidence including relevant portions of the work order / Contract / completion certificate for contracts undertaken.

2. Supply chain capabilities

The Bidder must provide document evidence including relevant certificates of registration / lease agreements for office or warehouse established in the state of Gujarat and for central Facility / workshop.

Annexure 3: Declaration of workforce capabilities

(To be printed on Bidder's letterhead)

Dated:

To,
General Manager (Power),
Gujarat Mineral Development Corporation Ltd
Khanij Bhavan,
132-Ring Road, Gujarat University Ground, Vastrapur,
Ahmedabad- 380052

Subject: Declaration of workforce capabilities

Dear Sir/Madam,

We, the undersigned, declare that our firm has the following workforce capabilities as per the requirement of the RFP.

Total number of employees in Wind O&M services: _____

We hereby declare that all the information herewith is true and accept that any misinterpretation contained in it may lead to our disqualification. We accept that GMDC reserves the rights to audit or request for any additional evidence to validate the information mentioned herewith.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure 4: Comments and suggestions on the terms of reference / scope of work

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the job (such as deleting any activity you consider unnecessary, adding an activity, proposing a different phrasing of the activities). Such suggestions should be concise and to the point and incorporated in your Bid]

Annexure 5: Revenue and net worth statement

(To be printed on Statutory Auditor's/ Registered Chartered Accountant's letterhead)

I hereby declare that I have scrutinized and audited the financial statement of M/s. _____ . Following is the audited revenue for the last three years and the net worth for the last year.

Years*	Revenue (INR Cr)
2019-2020	
2020-2021	
2021-2022	

Years*	Net worth (INR Cr)
2021-2022	

*The Bidder shall submit the latest available audited statements. In case the Bidder is following calendar year; it should provide audited revenue from 2019 to 2021 and net worth for 2021. In case the Bidder is following financial year; It should provide audited revenue for 2019-2020 to 2021-2022 and net worth for 2021-2022.

(Signed and Sealed by the statutory auditor/Registered Chartered Accountant)

Annexure 6: No blacklisting certificate

(To be printed on stamp paper of value INR 300)

Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Bidder are not blacklisted

No-Blacklisting Affidavit

I M/s. _____ (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the _____ (Bid submission date).

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period. Dated this _____ Day of _____,2022.

Name of the Bidder:

Signature of the Authorized person:

Name of the Authorized person:

Annexure 7: Format for Power of Attorney

(On stamp paper of value INR 300)

KNOW ALL MEN by these presents that we, _____ [name of the firm], a FIRM incorporated under the and having its Registered Office/ office at _____ [Address of the Company firm] (hereinafter referred to as “Company/firm”):

WHEREAS in response to the RFP for _____ [Name of the Assignment] (“Project”), the Company/ firm is submitting Bid comprising Technical Bid physically while Price Bid through online submission for the project and GMDC and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. _____ son / daughter of _____ resident of _____, holding the post of _____ as the Attorney of the Company/firm.

NOW KNOW WE ALL BY THESE PRESENTS, THAT _____ [name of the company/firm] do hereby nominate, constitute and appoint _____ [name & designation of the person] _____ as its true and lawful Attorney of the Company/ firm to do and execute all or any of the following acts, deeds and things for the Company/ firm in its name and on its behalf, that is to say:

To act as the Company’s/firm’s official representative for submitting the Bid comprising Technical Bid and Price Bid for the said project and other relevant documents in connection therewith;

To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To RFP documents, receive and make inquiries, make the necessary corrections and clarifications to the Proposal and other documents, as may be necessary;

To do all such acts, deeds, and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

<p>The common seal of [name of the company/firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on ____ Day of, 2022 in the presence of [name & designation of the person] and countersigned by [name & designation of the person] of the Company/firm of [name of the company]</p>	<p>_____</p> <p>[name & designation of the person]</p> <p>_____</p> <p>[name & designation of the person]</p>
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Annexure 8: Undertaking

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP, and we are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of 2022.

Signature

(Company Seal)

In the capacity of duly authorized to sign Bids for and on behalf of:

Signed by

Authorized Signatory with designation

Annexure 9: Indicative format of Price Bid

(This is indicative format for Bidder's reference only. The PRICE PROPOSAL SHOULD BE SUBMITTED ONLINE ONLY at designated places through <http://gmdc.nprocure.com>. Price Bid should not be submitted in hard copy and or placed with Technical Bid. Prices submitted in hard copy and or placed with Technical Bid shall result in outright rejection of Bid)

Dated:

To,
General Manager (Power),
Gujarat Mineral Development Corporation Ltd
Khanij Bhavan,
132-Ring Road, Gujarat University Ground, Vastrapur,
Ahmedabad- 380052

Subject: Price Bid for Request for Proposal (RFP) for selection of Contractor for comprehensive O&M of GMDC's 50 MW wind power project at Rojmal, Gujarat

Dear Sir,

After thoroughly reading and accepting the RFP terms, understanding the requirements, and scope of work under this RFP, and its terms and conditions, we hereby agree to provide our services at the following rates

Description	Total Amount (in INR, excl. GST)
Fixed Operations & Maintenance Payment for 1 st year of comprehensive O&M for 50 MW Rojmal power project (25 WTGs)	
Fixed Operations & Maintenance Payment for 2 nd year of comprehensive O&M for 50 MW Rojmal power project (25 WTGs)	
Fixed Operations & Maintenance Payment for 3 rd year of comprehensive O&M for 50 MW Rojmal power project (25 WTGs)	

Note:

In case of extension of the Contract, as per section 2.2 of Part 2 of this document, the Fixed Operations and Maintenance Payment for the period of extension shall be escalated taking the value quoted by the bidder for Year 3 in the Price Bid. The escalation rate shall be calculated based on the Wholesale Price Index (WPI) and Consumer Price Index (CPI).

For avoidance of doubt and by way of illustration, consider the following scenario:

- The Fixed Operations and Maintenance Payment for Year 3 quoted during the Price Bid is INR 2 Cr
- Price Index is 200 (two hundred) for the month when 24 (twenty-four) months (i.e., 2 years) is completed from the date of signing the Contract, say October 2024

- Price Index is 220 (two hundred and twenty) for the month when 36 (thirty-six) months (i.e., 3 years) of duration is completed from the date of signing the Contract (i.e., October 2025)
- The Price Index Multiple for Year 4 shall be 1.1, calculated as 220 divided by 200
- The Fixed Operations and Maintenance Payment for Year 4 shall be calculated as the Fixed Operations and Maintenance Payment for Year 3 multiplied by the Price Index Multiple i.e., INR 2 Cr x 1.1 = INR 2.2 Cr
- Price Index is 240 (two hundred and forty) for the month when 48 months (i.e., 4 years) of duration is completed from the date of signing the Contract (i.e., October 2026)
- The Price Index Multiple for Year 5 shall be 1.2, calculated as 240 divided by 200
- The Fixed Operations and Maintenance Payment for Year 5 shall be calculated as the Fixed Operations and Maintenance Payment for Year 3 multiplied by the Price Index Multiple i.e., INR 2 Cr x 1.2 = INR 2.4 Cr
- The Price Index for any year shall be a weighted average index as per 70% (seventy percent) of WPI and 30% of CPI (IW), i.e., 70%*WPI + 30%*CPI(IW)
- WPI shall mean the Wholesale Price Index for all commodities as published by the Ministry of Industry (GoI) on <http://eaindustry.nic.in/#>
- CPI (IW) shall mean the Consumer Price Index for Industrial Workers as published by the Labour Bureau, GoI on <http://www.labourbureaunew.gov.in/>
- Should the WPI or the CPI (IW) not be published for any time period, the escalation rate proposed by the Managing Director of the Owner shall prevail

The Bidder to quote charges inclusive of all other taxes except applicable GST. Applicable GST, over and above approved Fixed Operations & Maintenance Payment, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties, and levies except GST, shall rest with the Bidder.

GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

Each Bidder must quote his rates after through reading of this RFP document and estimates of its cost through detailed due diligence of the Site, statutory laws/regulations. GMDC reserves right to seek any clarifications regarding price quoted from Bidders before any decisions.

Annexure 10: Format for Bank Guarantee towards EMD

(On Non-judicial Stamp paper to be submitted along with submission of Bids)

_____ (Name of bank)

Address: _____

Guarantee no.: _____

A/C Messrs. _____ (Name of Bidder)

Date of expiry _____

Limit to liability (currency and amount) _____

Invitation for RFP No. _____ dated _____ (Bid submission date)

For _____ (Name of work)

Subject: Earnest Money Deposit Bank Guarantee

Date: _____

To,

General Manger (Power),
Gujarat Mineral Development Corporation Ltd.
132 Ft Ring Road,
Near University Ground
Vastrapur,
Ahmedabad.

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s _____ (herein after called "Bidder") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the GMDC vide Tender No. _____ for the work _____ (Name of the work) from Earnest Money Deposit (EMD) of Bid for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for INR _____ (_____ only) (figure in words).

1. We the _____ (Name of Bank) hereinafter referred to as “Bank” having our registered office at _____ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR _____ (_____ only) (figures in words) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.
2. We _____ (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder’s failure to fulfill the conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____.
3. We _____ (Name of Bank) further agree that GMDC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may cause to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of GMDC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
4. We _____ (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) _____ we shall be discharged from all liability under this guarantee.
5. We _____ (Name of Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be

enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceeding is taken against Bank hereunder be outstanding or unrealized.

6. We _____ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
7. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing and agree that any change in the constitution of GMDC or the Bidder or the said Bank shall not discharge our liability hereunder dated _____ day of _____ 20_____ for _____ (Name of Bank)

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

- I. Our liability under this Bank Guarantee shall not exceed Rs _____/- (Rupees _____only)
- II. This Bank Guarantee is valid up to _____ (Date)
- III. We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or a demand on or before _____ (date).
- IV. This bank guarantee is operative only when accompanied with SFMS advice from us.

Yours faithfully

For.....

(Name of the Bank)

Annexure 11: Format for Bank Guarantee towards Performance Security

_____ (Name of bank)

Address: _____

Guarantee no.: _____

A/C Messrs. _____ (Name of Bidder)

Date of expiry _____

Limit to liability (currency and amount) _____

Invitation for RFP No. _____ dated _____ (Bid submission date)

For _____ (Name of work)

Subject: Bank Guarantee towards Performance Security

Date: _____

To,

General Manger (Power),
Gujarat Mineral Development Corporation Ltd.
132 Ft Ring Road,
Near University Ground
Vastrapur,
Ahmedabad.

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s _____ (herein after called "Contractor") from demand under the terms and conditions of "Agreement" issued by the GMDC vide Tender No. _____ for the work _____ (Name of the work) from Performance Security for the due fulfillment by the Bidder of the terms and conditions contained in the said Agreement on production of Bank Guarantee for INR _____ (_____ only) (figure in words).

8. We the _____ (Name of Bank) hereinafter referred to as “Bank” having our registered office at _____ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR _____ (_____ only) (figures in words) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Contractor of any of the terms and conditions contained in the said Agreement and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.
9. We _____ (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement by reason of the Contractor’s failure to fulfill the conditions of said Agreement. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR_____.
10. We _____ (Name of Bank) further agree that GMDC shall be the sole judge of and as to whether the Contractor has committed any breach or breaches of terms and conditions of the said Agreement and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may cause to or suffered by GMDC on account hereof to the extent of the Performance Security required to be deposited by the Contractor in respect of the said document and the decision of GMDC that the Contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
11. We _____ (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Agreement and that it shall continue to be enforceable till you certify that terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) _____ we shall be discharged from all liability under this guarantee.
12. We _____ (Name of Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said 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 you against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said 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 forbearance act or omission on your part or any indulgence by you to the said Contractor or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us. It shall not be necessary for GMDC to proceed against the Contractor

before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Contractor at this time when proceeding is taken against Bank hereunder be outstanding or unrealized.

13. We _____ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
14. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing and agree that any change in the constitution of GMDC or the Contractor or the said Bank shall not discharge our liability hereunder dated _____ day of _____ 20 _____ for _____ (Name of Bank)

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

- V. Our liability under this Bank Guarantee shall not exceed Rs _____/- (Rupees _____ only)
- VI. This Bank Guarantee is valid up to _____ (Date)
- VII. We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or a demand on or before _____ (date).
- VIII. This bank guarantee is operative only when accompanied with SFMS advice from us.

Yours faithfully

For.....

(Name of the Bank)

Annexure 12:List of approved banks for EMD, RFP Fee and Performance Security

Acceptance of Bank Guarantee as
Security Deposit and Earnest
Money Deposit.

Government of Gujarat

Finance Department

GR. No.: EMD/4/2022/0002/DMO

Date: 20/05/2022

Read: FD GR. No.: EMD/10/2021/7729/DMO Dt. 28/06/2021

Preamble:

Tendering authorities of the State Government and its Boards/Corporations/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit and Earnest Money Deposit. The State Government had issued the list of eligible banks vide above mentioned resolutions of this department dated 28/06/2021.

After careful consideration, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted for the purpose mentioned above. It has now been decided to resolve as follows:

Resolution:

Government Departments and State Government Boards/Corporations/PSUs would accept Bank Guarantee (towards Security Deposit and Earnest Money Deposit) issued by any of the banks included in the **Annexure I**, attached to this Resolution.

The tendering authority will be required to ascertain the authenticity of the Bank Guarantee and set up necessary internal control procedures.

By order and in the name of the Governor of Gujarat.



(Dr. A.T. Saiyad)

Section Officer

Finance Department

To,

The Secretary to His Excellency Governor of Gujarat, Raj Bhavan, Gandhinagar

Principal Secretary to Hon. Chief Minister

PS to Hon. Finance Minister

PS to all Hon. Ministers, State Ministers and Deputy Ministers

PS to Chief Secretary

PS to Principal Secretary, Finance Department

PS to Secretary (EA), Finance Department

PS to Secretary (Expenditure), Finance Department

PS to Additional Secretary (B), Finance Department

All Administrative Departments, Sachivalaya, Gandhinagar

System Manager, Finance Department for put up on GSWAN website

Select File DMO-Finance Department

Annexure I.

Finance Department, GR. No.: EMD/4/2022/0002/DMO

Date: 20/05/2022

(A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

❖ All Nationalized Banks

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2023. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

- A U Small Finance Bank
- Ahmedabad Mercantile Co-Operative Bank Limited
- Axis Bank
- City Union Bank
- DBS Bank India Limited
- DCB Bank
- Equitas Small Finance Bank
- Federal Bank
- HDFC Bank
- ICICI Bank
- IndusInd Bank
- Kalapur Commercial Co-Operative Bank Limited
- Kotak Mahindra Bank
- Nutan Nagrik Sahakari Bank Limited
- Rajkot Nagarik Sahakari Bank Limited
- RBL Bank
- Saraswat Co-operative Bank
- Saurashtra Gramin Bank
- Standard Chartered Bank
- Tamilnadu Mercantile Bank
- The Gujarat State Co-Operative Bank
- The Mehsana Urban Co-operative bank Limited
- The Surat District Co-operative Bank
- The Surat Peoples Co-Operative Bank
- Ujjivan Small Finance Bank

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.

A. T. Saiyad

(Dr. A.T. Saiyad)

Section Officer

Finance Department

-----XXXXX-----

Annexure 13A:Check list for documents required towards payment

The Contractor shall provide the following supporting documents along with the invoice for the Fixed Operations and Maintenance Payment:

1. WTG-wise and overall Generation (in kWh)
2. WTG-wise and overall Plant availability
3. WTG-wise segregation of unavailability due to Force Majeure, External Grid, Internal Grid (including PSS), preventive maintenance, breakdown maintenance, and other factors with the associated hours of unavailable time for each factor
4. Breakdown details for WTGs with reasons and associated downtime
5. Preventive maintenance compliance (planned vs actual) with filled PM checklists
6. Inventory of spares available, opening, closing, and consumption
7. Organogram of workforce deployed on site

Annexure 13B: Sample format for reports to be submitted towards payment

Reports shall be created as per the following formats and consolidated values shall be furnished at the time of invoice / reconciliation.

Availability and Generation:

WTG No.	Generation (in kWh)	Wind Speed (m/s)	Internal Grid Failure (GF)	External Grid Failure (GF)	Force Majeure (FM)	Scheduled Maintenance (S)	Breakdown Maintenance (U)
WTG #1							
WTG #2							
...							
WTG #25							

Breakdown details

WTG No.	Breakdown Start Time	Breakdown Stop Time	Reason	Description	Corrective Action
WTG #1					
WTG #2					
...					
WTG #25					

Preventive Maintenance Compliance

Particulars	No. of WTGs
Planned	
Actual	
Compliance	

Spares and Consumables

Particulars	Minimum Requirement	Opening	Consumption	Closing
Critical Spares				
Non-critical Spares				
Consumables				