

REQUEST FOR PROPOSAL (RfP)

FOR

OPERATION AND MAINTENANCE

INCLUDING SPARE PARTS

OF 2 MW

WIND POWER PROJECT IN

VILLAGE

AMARSAGAR DISTRICT

JAISALMER

TO BE

OPENED

ON 29-2-2012 AT 4.00 PM

RAJASTHAN RENEWABLE ENERGY CORPORATION LIMITED

(A State Government undertaking)

E-166, Yudhisthir Marg, C-scheme, Jaipur – 302001

Phone: 141-2225859 / 2229055 Fax: 2226028pur

E-mail: rrec_jai@yahoo.co.in

Request of Proposal for Operation and Maintenance (O&M) including spare parts of 2MW Wind Power Project in village Amarsagar District Jaisalmer

1. Background

- 1.1 Rajasthan Renewable Energy Corporation Ltd., (RREC) is a public sector undertaking registered under Companies Act 1956 and having its registered office at E -166, Yudhishtir Marg, C- Scheme Jaipur. RREC is Nodal promotional agency of Government of Rajasthan (GOR) for Renewable Energy in the state of Rajasthan and also now engaged in development and commercial utilization of Renewable Energy sources in the state.
- 1.2 RREC intends to award O & M contract of its 2MW Wind Farm in village Amarsagar district Jaisalmer comprising of 8 Nos. 250 kW BHEL-NORDEX make WTG's including spares and consumables for 5 consecutive years. After completion of 5 year O&M contract, the contract period may be extended further on mutually agreed time terms & conditions.
- 1.3 Year wise generation from 2 MW Wind Power Project at Jaisalmer is as under

Sr No.	Year	Generation (kWhr)
1	2000-01	3245940
2	2001-02	2567730
3	2002-03	3302130
4	2003-04	2413320
5	2004-05	2761470
6	2005-06	2265563
7	2006-2007	1830795
8	2007-2008	2035967
9	2008-2009	1727405
10	2009-2010	1515528
11	2010-2011	854238

- 1.4 The average annual generation from this wind farm is 2229098 kWhr.

2. Definitions and Abbreviations

In the contract documents as herein defined where the context so admits, the following words and expression will have the following meaning:

“Act” means Electricity Act 2003 (36 of 2003), including amendments’ there to.

“Agreement” means the O&M contract

"Alteration Order" shall mean an order given in writing by the Engineer In-charge of RREC to effect additions to or deletion from and alterations in the works.

"Bid/tender" shall mean the bid/tender submitted by the Contractor for acceptance by the Owner.

"Bidder " shall mean the person or the persons/firm or company/ consortium that has submitted their bid individually or jointly on consortium basis, against this bid to Rajasthan Renewable Energy Corporation Ltd and includes the Bidders legal representative, his successors and permitted assignors.

"Contract" shall mean the Agreement between the Owner and the Contractor for the execution of the work including therein all contract documents.

"Contract Documents" shall mean collectively the Bid Document, Drawings, and Specifications, Annexure, Appendix, agreed variations, if any, and such other documents consisting the bid and acceptance thereof.

"Contractor" shall mean the Bidder selected to execute the contract pursuant to this bid.

“Day” shall mean the 24 hours period beginning and ending at 12.00 midnight IST

"Drawings" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer In-charge of RREC and such other drawings as may from time to time, be furnished or approved in writing by the Engineer In-charge of RREC.

“DISCOM” shall mean a company incorporated for the object of distribution of electricity in the state of Rajasthan.

"Effective Date" shall mean the date of issue of letter of intent/ first communication of acceptance of bid.

"Engineer In-charge" shall mean the person designated as such by the Owner and shall include those, who are expressly authorized by the Owner, to act for and on his behalf for operation of this contract.

"GOI" shall mean Government of India and includes its legal representatives, successors & permitted assignees.

"GOR" shall mean Government of Rajasthan and includes its legal representatives, successors & permitted assignees.

“Interconnection Point” shall mean the physical point(s) at the terminal sub station, gantry (ies) where 11 kV/33kV lines from the RVPN grid / DISCOM are connected.

"I.S." shall mean specifications of Bureau of Indian Standards (BIS).

"IITM" shall mean Indian Institute of Tropical Meteorology, Bangalore.

"IREDA" shall mean Indian Renewable Energy Development Agency", New Delhi.

"JdVVN" shall mean Jodhpur Vidhyut Vitaran Nigam Ltd.

"kW" shall mean kilowatt.

"kWh" shall mean kilowatt-hour.

"CMD" shall mean the Chairman & Managing Director of the Rajasthan Renewable Energy Corporation Limited.

"Month" shall means a calendar month according to the Gregorian calendar beginning at 12.00 midnight from the last day of preceding month and ending at 12.00 midnight on the last day of that month

"MW" shall mean Megawatt.

"O&M" shall mean Operation & Maintenance of wind power project.

"Owner" shall mean Rajasthan Renewable Energy Corporation Ltd (RREC) incorporated under companies act, 1956 having its registered office at E – 166, Yudhisthar Marg, C – Scheme Jaipur, Rajasthan.

"RfP" shall mean Request for Proposal.

"RVPN" shall mean Rajasthan Rajya Vidyut Prasaran Nigam Ltd. a company incorporated for the object of transmission of electricity in the state of Rajasthan.

"Site" shall mean the location where project is situated.

"Specification" shall mean the various technical specifications attached and referred to in the bid document. It shall also include the latest edition including all appended corrigendum of relevant Indian Standard Published before entering into account.

"Sub-Contractor" shall mean any person or firm or company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor, with the written consent of the owner.

"Work" shall mean the works to be executed in accordance with the contract or part thereof as the case may be and shall include all extra, additional, altered, or substituted works as required.

3. Interpretations

The following interpretations are adopted in this bid.

- (i) The headings and paragraph numbering are for convenience only.
- (ii) The singular includes the plural and vice versa:
- (iii) References to natural person include bodies, corporate and partnership:
- (iv) References to any agreement, enactment, ordinance or regulation includes an amendment thereof or any replacement in whole or in part:
- (v) References to Sections and Schedules are, unless the context otherwise required to section of and schedules to this bid.
- (vi) The words Proposal, Bid, tender and Offer shall have the same meaning.

4. Bid Submission

Bid shall be prepared and submitted in sealed envelope along with EMD with description of the work, and last date of receipt of bid super scribed thereon and with the note **"-DO NOT OPEN- before 29.2.2012** (date of bid opening)" written prominently. The full name, postal address, telegraphic address and telephone/fax no., of the Bidder shall be written on the bottom left corner of the sealed cover.

Bid must be submitted by the time and date mentioned in the letter of invitation of bid. Bid received after the time & date fixed for receipts of offer are liable for rejection.

5. Validity of Bid

The bid and the prices schedule shall remain valid for a period of 90 days initially from the date of opening of the bid within which period the Bidder shall have no right to withdraw, revoke or cancel his offer or unilaterally vary the offer submitted or any terms thereof. In case of the bid revoking or canceling his offer or varying any term in regard thereof, RREC shall forfeit the earnest money paid by him along with the offer. Offer may however be revised or revalidated for extended period it required by RREC in writing.

The bid shall be signed by legally authorized person of the bidder to enter into commitments on behalf of the Bidder. The Bidder shall submit Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of Bidder.

6. Site Conditions

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

7. Examination of bid Document

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

8. Earnest Money

The Bidder shall furnish, as part of its bid, the Interest free **Earnest Money Deposit Rs 2.20 lac** in the form of Demand Draft payable at Jaipur in favour of The Chairman & Managing Director, RREC, Jaipur.

The EARNEST MONEY DEPOSIT for the unsuccessful Bidders will be discharged / refunded as promptly as possible

The EARNEST MONEY DEPOSIT shall be forfeited without prejudice to his being liable for any further loss or damage incurred on consequence by the owner

- a) If a Bidder withdraws its bid during the period of bid validity specified in the bid document. Or
- b). In case of a successful Bidder, if the Bidder fails:
 - to sign the Contract; or
 - to submit the Performance Guarantee specified in the bid document

Earnest Money of successful Bidder shall be returned on submission of 10% Performance Bank Guarantee and after signing of the contract of O & M of the Wind Power Plant.

9. Organization

- 9.1 In case the Bidder is a Partnership firm, certified copy of the partnership deed together with a certified extract from the registrar of firms/companies containing names & addresses of all the partners of the firm should be furnished along with the offer.
- 9.2 In case of Company (whether private or public), certified copy of the "Certificate of Incorporation" together with certified Memorandum and Articles of Association & a list containing names & addresses of all Directors should accompany the offer.
- 9.3 In case of Proprietorship Firm, the name & address of Proprietor should be furnished.

10. No Compensation for Submission of Bid

The Bidder whose bid is not accepted shall not be entitled to claim any costs, charges and expenses of and incidental to or incurred by him through or in connection with his submission of bid even though the Owner may elect to modify / withdraw the invitation of Bid.

11. Rights of RREC

RREC reserves its right to accept or reject any bid, or the annul the bidding process and reject all bids any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the RREC's action.

The RREC reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid.

The decision taken by the RREC in the process of Bid evaluation will be full and final. The RREC has been authorized as competent and final decision-making authority as far as the present bid for O&M of Wind Power Projects is concerned.

12. Confidentiality of Documents

Bidder shall treat bid documents and contents therein private and confidential. If, at any time, during the bid preparation period, the Bidder decides to decline to offer, all documents must be immediately returned.

13. Language

The bid including all drawing, documents, catalogues shall be submitted in English Language

14. Qualifying Requirements

The following are the qualifying requirements for the Bidder. Bids, which do not meet the listed requirements/non submission of the documents, may not be considered for financial evaluation.

- (i) Must have an experience of successful operation and maintenance of at least 2 MW aggregate capacity wind power plants in last five years. Details may be furnished as per **Appendix-A**
- (ii) Earnest Money Deposit (EMD) as specified.
- (iii) Documentary evidence for sound financial net worth of minimum Rs. 30.00 lac for all the last three years i.e for 2008-09,2009-10 & 2010-11 duly certified by CA.

15. Receipt of Bid Proposal

The Bidder has the option of sending the bid by Courier Service / Registered Post or submitting in person, so as to reach the bid, given in the invitation to bid, on or before the date and time set out for the same. Bid submitted by TELEX, FAX, E-Mail or by any other electronic media will not be accepted. RREC shall not be responsible for postal delay either while receipt of bid document by the Bidder or submission of offer by them.

16. Transfer of Bid Documents/ Bid

Transfer of bid documents is not permissible. Similarly transfer of bid submitted by one Bidder to another is not permissible. The alteration of essence of bid once submitted is also not permissible.

17. Signing of Contract Agreement.

On the bid being accepted by the Owner at his option, a Contract will be signed and executed by and between the Owner and the successful Bidder, within a reasonable time. All costs, charges and acceptance of and incidental to the execution of the said contract including stamp duties shall be borne by the Contractor.

18. Correspondence

All information, correction letters & details accompanying the bid documents and all further correspondence in connection with the bid shall be addressed to:-

Chairman & Managing Director
Rajasthan Renewable Energy Corporation Ltd.,
(A State Government Undertaking),
E-166, Yudhishtir Marg, C-Scheme,
Jaipur- 302 005.
Telephone No. (0141) - 2225859/2229055/2221650/2228198.
Fax No.: (0141) –2226028
E-mail: rrec_jaipur@yahoo.co.in

19. Price and Taxes & duties

19.1 The Bidder shall quote the total price for 5 years (on yearly basis) O&M charges including spares, consumables, deployment of manpower and Fire & MBD Insurance.. The break up of the total bid price shall be indicated as per proforma attached as **Appendix-B**.

19.2 Any tools and tackles required for making the Plants machinery workable during O&M period shall not be separately billed by the bidder and their price will be deemed to be included in the quoted price of O & M

19.3 The bidder shall also indicate list of spares to be maintained at site for immediate replacement to reduce the down time of WEG's.

19.4 The price as stated above shall remain firm and not subject to any variations till completion of O&M period.

19.5 The rate shall be written in English both in words and in figures. Corrections, if any, shall be made by crossing out, initialing, dating & rewriting. In case of discrepancies between the figures and words in the rates, the later shall prevail.

19.6 The quoted price shall be inclusive of all taxes, duties, service tax etc.

20. Award of Work.

The Bidder, whose bid is accepted by owner, shall be issued Letter of intent, prior to expiry of bid validity. Subsequently, detailed work order will be issued to the successful Bidder.

RREC shall not be obliged to furnish any information clarification explanation to the unsuccessful Bidders as regards non-acceptance of their bids. Except for refund of EMD to unsuccessful Bidders, RREC shall correspond only with the successful Bidders.

21. Performance Guarantee Deposit

21.1 For O&M contract, the contractor will furnish to the owner performance guarantee of 10% of yearly O&M contract value in the form of a Bank guarantee valid for one year initially which shall be renewed every year.

21.2. The owner shall be at liberty without any notice or reference to the Contractor to realize and enforce payment of the Performance Guarantee for non-fulfillment and unsatisfactory performance of the Contract.

22. Breach of Contract.

In the event of Breach of Condition of the contract at any time on the part of contractor The Chairman and Managing Director RREC may terminate the contract summarily without compensation to the contractor.

23. Arbitration

The matter regarding any dispute shall first be sorted out at the level of RREC. If the dispute persists to remain unresolved then it will be entertained, heard & finalized as per the provisions of the Indian Arbitration and Conciliation Law for the time being in force. For this purpose the owner shall appoint the arbitrator by unanimous consensus. The arbitrator will be an officer of the seniority of not less than that of Secretary to Government of Rajasthan.

24. Force Majeure

If at any time during the subsistence of the Contract the performance in whole or in part by either party (Sub-Contracts excluded) of any obligation under this contract shall be prevented or delayed by reasons of war hostility acts of public enemy, civil commotion, sabotage, fires, flood explosion, epidemics, quarantine restrictions, non-performance due to illegal strikes and acts of God/natural calamities such as fire, flood earthquake, hurricane or from compliance with any statute or regulation of the Government (hereinafter referred to as 'EVENT') then provided a notice of the happening of any such event inform immediately, as soon as practicable after such event has come to an end or ceased to exist, and decision of Owner as to whether deliveries and/or the work have been so resumed shall be final and conclusive provided further that if the performance in whole or in part is delayed by reasons of any such events or a period exceeding 15(fifteen) days both parties shall meet immediately and decide the future course of action or at the exclusive option of the Owner terminate the contract in which event the Owner shall be at liberty to take over from the Contractor at a price to be fixed by mutual agreement, all unused, undamaged and acceptable materials, bought-out components and stores in the possession of the Contractor at the time of such termination or such portion thereof as the Owner may deem fit excepting such materials bought-out components and stores as the Contractor may with the concurrence of the Owner elect to retain.

25. Labour Laws and Safety Regulations.

The Contractor shall adhere to the following labour laws.

- (a) No labor below the age of 18 (Eighteen) years shall be employed on the work.
- (b) The Contractor shall not pay less than what is provided under law to laborers engaged by him on the work.
- (c) The Contractor shall at his expense comply with all laws.
- (d) Implementation of applicable apprentices act.
- (e) Implementation of applicable work mans compensation act.
- (f) Safety regulation.
- (g) Health and Sanitary regulation for workers.
- (h) Insurance of the workers as per rules.
- (i) Employees State Insurance act
- (j) Accident injury to workman.

26. O&M Contract Price

26.1 The O&M Contract Price shall remain firm & fixed and binding till completion of O&M period from date of handing over of the wind farm for O&M for 5 years. No escalation will be granted on any reason whatsoever, unless otherwise provided in the contract.

26.2 The total price for 5 years O&M charges are including spares, consumables, deployment of manpower and Fire & MBD Insurance.

26.3 The O&M Contract Price shall be inclusive of all taxes, duties, and royalty, works contract & service tax etc.

27. Insurance

The insurance for fire and allied perils, burglary as well as Machinery Break Down (MBD) will be arranged by the contractor. The premium of insurance will be paid by RREC. Contractor shall lodge all the claims under MBD policy timely with insurance company. Contractor will replace the spares and make a claim from the insurance on behalf of RREC for due claim from insurance company. Contractor will take all necessary steps to ensure that the machinery break down is restored at the earliest possible so that revenue losses may be minimized.

28. Warranty for Supply of Goods.

The Contractor shall warranty that the spares to be supplied under this contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The contractor shall provide warranty for spare parts for a period stipulated by the manufacturer. The contractor has to submit the document of Warranty (Given by the Manufacturer) on demand of the owner.

29. PAYMENTS

The payment of O&M charges shall be made on yearly basis after adjustment of dues payable to RREC. The Operator promptly following the end of each year of O&M period will bill to Owner. If any amount is payable / levied to RVPN / DISCOM, etc, on account of low power factor of wind farm and reactive power drawl, the same shall be deducted from the operator's remuneration or from other due payments.

30. Handing Over Certificate

On completion of O&M term the Operator will apply to the Engineer in-charge for the issue of Handing Over Certificate and the same will be issued within 1 months of the Handing Over in all respects, after verifying from the documents & tests and satisfying himself that the Operation & Maintenance has been completed in accordance with details set out in the control documents & Prudent Utility Practices While handing over the plant operator shall hand over all technical documents, literature, instruction manuals, lists of spare part & tools & tackles. Operator will also hand over all the relevant record/documents, spares and consumable required for two year's Operation & Maintenance.

31. Scope of work for Operation and Maintenance of Wind farms and General conditions of contract:

RREC wishes to entrust the total O&M activities of the Wind farms in Rajasthan for the Five (5) years, which may be extended for a further three years on mutually agreed terms and conditions.

The Contractor shall be responsible for all the required activities for the successful running, optimum energy generation & maintenance of the wind farms. The scope of work covered under this shall be but not limited to the followings.

The scope of work under this contract shall also covers the entire operation & maintenance of all equipment, machineries, instruments in nacelle and tower, complete yaw system, control panels, power panels, capacitor panels, inter-connecting cables, earthing, earth pits, transformer & transformer yards, D P structure with Horn gap fuses and Isolators, over head lines within wind farm and between wind farm and up to Feeder end, VCB and TVM at Feeder end.

Spares shall be replaced by contactor immediately for which necessary inventory of spares & consumables shall be maintained by the contactor at site. The contactor will replace the spares and make a claim from the insurance company. The cost of spares less the proceeds from insurance claim shall be reimbursed by RREC. The contactor will take all necessary steps to ensure that the machinery break down is restored at the earliest possible so that revenue losses may be minimized.

The Contactor will supply consumable for all equipments as damaged due to normal wear and tear, System break down.

For the spares contactor will furnish the list of required spares with rates and sources of procurement. Contactor will maintain the spares for immediate corrective measure.

31.1 Operation

- i) To take reading of all power generation data, grid data, wind data, “on” hour data, grid failure data etc, every twenty-four hours and shall be logged and signed by supervisor.
- ii) To follow up EB for grid failure and restore the grid as early as possible and put back all WTGs in operation immediately resumption of power.
- iii) To follow up with RVPN/Discom for monthly eligible generation certificate for timely submission of the same to RRECL.
- iv) Submission of monthly report as per the format enclosed.
- v) Checking of Oil levels in all transformers, gearboxes, hydraulic system, main and yaw brake condition, nacelle vibrations etc.

- vi) Logging of all alarms appeared on display for each WTG.
- vii) To carry out WTG- wise analysis for lower generation and to take immediate corrective actions to optimize the generation.
- viii) It is the responsibility of the O&M contractor to maintain high power factor to reduce VAR drawl in these system. If RVPN penalize RREC for lower power factor /VAR drawl from the grid, penalty at actual amount shall be deducted from the O&M contractor bills.

31.2 Maintenance:

Preventive maintenance of all equipments shall be carried out at regular period as per Maintenance manual from OEM. Quarterly, half yearly maintenance schedule has to be prepared in consultation with RRECL and due compliance is to be checked by RRECL. Records of preventive maintenance carried out, consumable and spares consumed shall be kept.

31.3 Yearly maintenance:

- (a) Cleaning HT bushing of all transformers, 33 KV O/H line, VCB, checking of tightness of overhead line conductors with bushing, jumper connections, Lubrication of Isolators for smooth and uniform operation.
- (b) Transformers oil topping, taking BDV test transformer oil.
- (c) Filtering of transformer oil.
- (d) Drying silica gel if required.
- (e) Checking of VCB, checking all transformers HT/LT Connections, of tightness of all cables in panels, generators, motors etc.
- (f) Measurement of earth resistance. Record of all annual maintenance carried out shall be maintained.

Periodical checking of tightness of all bolts of blades, hubs, gearboxes, generators, towers, etc. As per manufacturers recommendation & keeping records of the same.

All safety trips check shall be carried out during annual maintenance & shall be recorded.

All preventive and annual maintenance shall be carried out preferably before monsoon during low wind speed season and preferably matching with EB planned shutdown schedule.

31.4 Breakdown Maintenance:

- i) Consumable, tools, manuals, and drawings shall be kept available at site to attend breakdown.

- ii) The breakdown shall be attended immediately & WTG will be put back for operation.
 - iii) Records of breakdown and spares consumed will be maintained.
 - iv) Any major breakdown will be intimated to RRECL immediately.
- 31.5 Contactor shall be required to show all generation and maintenance records to RRECL's representative on demand.
- 31.6 Contactor will Co-ordinate with RVPN/Jodhpur Discom for line clearance, grid failure, grid failure hour data, and monthly joint reading
- 31.7 Following consumable spares will be supply by contractor as per part of contract.
- a. Cotton waste.
 - b. DO Fuse wire
 - c. Minor Nuts & Bolts
 - d. All parts of HT line and Switch yard except LA
 - e. Small fuses for control circuit (A) fast blow (B) slow blow
 - f. Solder wire
 - g. Transformer oil for topping
 - h. Topping of Hydraulics Oil
 - i. Topping of Gear Oil
 - j. Silica gel
 - k. Emery Paper
 - l. Repairing and rewinding of yaw and hydraulic motor
 - m. Break pads
 - n. Topping of Hydraulics, Gear Oil, Grease, coolant ect.
- 31.8 For following breakdown/repairs contactor will submit separate quotation for the repairs in their offer
- A. Labour charges for Major break down mentioned below.
 - Rewinding/Repairs/Replacement of generators.
 - Repairs/Replacement of gearbox.
 - Rewinding /Repairs / Replacement of Transformer.
 - Repairs / Replacement of VCB.
 - Repairs/ Replacement of blades.
 - B. Total replacement of oil in Hydraulic System, gearbox & transformers
 - C. Any breakdown due to natural calamities like cyclone, fire, earthquake, lightening, war etc. i.e events covered in insurance for natural calamities.
 - D. Any third parties damages in the wind farm. i.e theft, burglary, impact,
- 31.9 All Special purpose tools & tackles etc. i.e lifting arrangement & belts, Hydraulic torque wrenches, will be arranged by contactor.
All these works shall be carried out strictly as per Indian standard and to the satisfaction of E.I.C.

- 31.10. Contractor has to attend to the breakdowns keeping in view that machine availability is always more than 95%.
- 31.11 Visit of specialist in Wind Turbine shall be arranged as per requirement at no extra cost to RRECL
- 31.12 Contactor will take all labor licenses and fulfill all requirement of State/Central Government in respect of work.
- 31.13 Minimum time required for the rectification of the minor and major faults may be indicated separately. Beyond the specified time any commercial loss to RREC shall be recovered from the contractor.
- 31.14 The contractor has to arrange proper security system including deputation of security personnel at his own cost for the check/vigil for the wind farm. The security staff may be organized to work on suitable shift system, proper checking & recording of all incoming & outgoing materials and vehicles shall be maintained. Any occurrence of unlawful activities shall be informed to RREC immediately. A monthly report shall be sent to RREC on the security aspects.

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

S. No.	Clients Name, Address & Telephone/Fax Numbers	Details of Work & Place	Value of Work (Rs.)
1.	2.	3.	4.

Note:

1. Furnish performance reports, completion report or any other authentic supporting document.
2. Furnish latest performance reports from Clients certifying the successful operation and maintenance for last five years.

SIGNATURE & SEAL OF BIDDER

PRICE SCHEDULE
O&M of 2 MW Wind Farm in village Amarsagar District Jaisalmer RAJASTHAN
 (To be furnished by bidder)

.Year	Name of Work	Rate per unit (Rs.)	
		In Figures	In Words
	Operation and Maintenance including spares parts and consumables of 2 MW Wind Farm in village Amarsagar District Jaisalmer for five consecutive years including Fire & MBD Insurance and deployment of manpower		
2012-13			
2013-14			
2014-15			
2015-16			
2016-17			
Total			

Note:

1. The lump-sum price shall include cost of any item of work not mentioned specifically in the above particulars, but written elsewhere in the scope of work or in technical specification or essentially required for proper operation and maintenance of wind farm, safety of equipment and operating personnel shall be deemed to have been included in the above particulars.
2. The O & M contractor to note that this is not item rate contract nor schedule of rates. All works which are deemed to be performed, executed and supplied by suppliers as stipulated in the bid and its cost thereof should be covered suitably and appropriately assigned to various available heads and categories. Non familiarity and non identification of any works will not be considered a reason either for extra claims or not carrying out the works in the strict conformity with specifications and instructions of Engineer-In charge.
3. The prices mentioned here above shall be taken into consideration for evaluation of bids. Any variation observed elsewhere in the bids should be ignored while evaluating the bids.

**Signature of bidder
with Company Seal**

APPENDIX-C

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

S. No.	Description	Quantity

NB:

1. A separate sheet may, if required, be used for giving the details in the proforma mentioned above. The sheet shall be duly signed and attached to the bid

Signature and seal of bidder

DEVIATION SCHEDULE

Bidder's Proposal Ref. No. and Date

Bidder's name and address

To,

Chairman & Managing Director,
Rajasthan Renewable Energy Corporation Ltd,
Jaipur.

Dear Sir,

We declare that the following are the only deviations and variations from and exception to the specifications contained in bid Document No. dated..... for O & M of Wind farm at in Rajasthan. The schedule has been filled, except these deviations subject to the approval and acceptance by RREC. The entire work shall be performed as per your specifications and documents. Further we agree that additional conditions if any found elsewhere in our offer other than those stated below, other than pertaining to any rebates offered, shall not be given effect to.

Clause No.	Reason	Page	Statement of Variation and Deviations
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Signature and seal of bidder

Note: Use additional sheets of the same format, if required.

**PROFORMA OF BANK GUARANTEE TOWARDS
PERFORMANCE GUARANTEE**

(On non-judicial stamp paper of appropriate value)

To,

Chairman & Managing Director,
Rajasthan Renewable Energy Corporation Ltd,
Jaipur.

Dear Sir,

Ref: Contract No. dated
for M/s. of
..... (hereinafter called "the Contractor") have been awarded the
contract for..... by RREC, Jaipur.

The conditions of the contract aforesaid provide inter alia that the Contractor shall pay the company (RREC) a sum of Rs. (Rupees.....only) as Performance Guarantee in their form and manner and subject to the terms there in mentioned. The form of payment of Security Deposit / Performance Guarantee includes a guarantee executed on behalf of and at the request of the Contractor, by a Nationalized Bank undertaking full responsibility to indemnify RREC in case of default.

The said Contractor has approached us and at their request and in consideration of the promises we having our office at having agreed to and hereby give such guarantee as is hereinafter mentioned in your favour.

1. Weof (hereinafter called "the Bank") do hereby unconditionally and irrevocably guarantee to you the due payment of the said sum of Rs..... (Rupeesonly) by the Contractor to you in terms of the said conditions of contract and their due performance of the obligations in this behalf and undertake and agreed with you that if default shall be made by the Contractor in performing any of the terms and conditions of the contract or in payment of any money payable to you i.e. Rajasthan Renewable Energy Corporation Ltd. shall be the sole judge and its decision communicated to us in this regard shall be final and conclusively binding on us, it shall not be opened to ask you reasons/details in this regard and we shall have no right to question the same or make reference to the Contractor in any manner whatsoever and we shall on mere first demand pay to you without demur and / or protest and without notice or reference to the contractor by demand draft payable at Jaipur a sum of Rs. such portion

thereof not exceeding the said sum as you may from time to time require/demand and you can look to us as the Principal Debtor.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the said Contract with the said Contractor and to enforce or to forbear from enforcing any powers or rights or by reason of time being given to the said Contractor which under law relating to the sureties would but for the provision have the effect of releasing us. Any such time / indulgence /forbearance and/or any act or omission or commission on your part will not vitiate our this guarantee.
3. Your right to recover the said sum of Rs.(Rs.....only) from us in the manner aforesaid will not be affected or suspended by reason of the fact that any dispute(s) are pending before any Officer, Tribunal or Court or Arbitrator(s)/Umpire.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said contractor but shall in all respects and for all purpose be binding and operative until full payment is received by you as if this is a continuing guarantee to secure your ultimate dues in the premises.
5. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated granted to him by the Bank.
6. We will have no right of subrogation against the contractor unless all your dues as aforesaid are paid in full. We do hereby waive our rights of surety ship which are inconsistent with all or any provisions hereof.
7. You will be at liberty to alter the terms and conditions of the said contract and/or to take any other security/ guarantee/promissory notes from the contractor of others which will not affect/vitiate/discharge our this guarantee.
8. The guarantee will bind our successors and assigns and will remain operative irrespective of any change in this constitution of our Bank and/or the contractor.
9. Our liability under this guarantee is restricted to Rs. and this guarantee shall remain in force tilland unless a claim to enforce the guarantee is filed with us within six months from the date of expiry hereof all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
10. For the purpose of enforcing legal right/remedies in respect of this guarantee we agree with you that only Jaipur Courts in the State of Rajasthan shall have exclusive jurisdiction.

Yours faithfully,

.....Bank
by its Constituted Attorney

**Signature of a person duly authorised
to sign on behalf of the Bank**

CONTRACT AGREEMENT

CONTRACT FOR OPERATION & MAINTENANCE INCLUDING SPARES PARTS FOR FIVE CONSECUTIVE YEARS FOR 2 MW WIND POWER PROJECT IN VILLAGE AMARSAGAR DISTRICT JAISALMER IN RAJASTHAN (INDIA).

THIS O&M CONTRACT No.....(here-in-after referred as agreement) made this.....day of.....at.....

BETWEEN

RAJASTHAN RENEWABLE ENERGY CORPORATION LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at E-166, Yudhisthir Marg, C-scheme, Jaipur- 302 001, Rajasthan hereinafter referred to as the Owner (which expression shall, unless repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assigns) of the one part.

AND

M/s..... a Company incorporated under the Companies Act 1956 and having its registered office at..... here-in-after referred to as the "Contractor" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the Second part.

WHEREAS the Owner has decided for O & M of MW Wind Power Project atin Rajasthan, for 5 (five) consecutive years.

WHEREAS the Contractor has agreed to undertake the aforesaid work on the terms and conditions stated hereinafter.

AND

WHEREAS the Contractor has agreed to undertake the aforesaid work on the terms and conditions stated hereinafter.

NOW ITS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOW:-

Article-I

WHEREAS, the Owner invited offers by Request for Proposal (RfP) bearing dated..... with subsequent addendum's thereof.

AND WHEREAS the Contractor submitted its offer to the owner in response to RfP under cover of contractor letter no.....dated.....subsequently held several discussion, negotiations, with the Sponsors and submitted confirmations thereto.

AND WHEREAS the Owner issued to the Contractor a letter bearing no.....dated..... accepting his offer for amount to Rs..... and entrusting the work of Operation & Maintenance (O&M) for 5 consecutive years for MW Wind Power Project atin Rajasthan (India).

It is clearly understood between the parties that Contractor shall be solely responsible for the O&M of the Project and for its successful sustained integrated operation up to 5 years. The failure of any of Contractor's / Sub-contractors due to any reason whatsoever shall not be accepted as a reason for non-compliance of the contract conditions.

Article- 2.

Effective Date: The Effective date of the Contract shall be the date to be intimated in the letter of intent.

Article- 3.

The following sections appended to this Agreement shall be deemed to form and be read and construed as part of this Contract.

1. Request of Proposal (RfP) Document and their annexure if any
2. Work Order
3. Any other documents if any

Article-4.

All the words and expressions used in this Agreement shall, unless repugnant to the context have the same meaning as are respectively assigned to them. All headings and marginal notes to the Appendix./ Annexure, Technical Specifications, or to any other part of the RfP are solely for the purpose of giving a concise indication and not a summary of contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof

Article-5.

The Contractor may appoint Sub-Contractors with the prior written approval of Owner. Notwithstanding the approval accorded by the Owner to the appointment of Sub-Contractors, the Contractor shall be solely responsible for the O & M as per the Contract Specifications and within the time schedule agreed in this Contract. The failure of the Sub-Contractor due to any reason whatsoever shall not be accepted as a reason for delay in the compliance of the contract conditions.

Article-6.

There are no understandings or agreements between the owner and the contractor which are not fully expressed herein including the Schedules referred to in **Article-4** thereof and no statement or agreement, oral or written, made prior to or at the signing thereof shall have any validity. No modifications of this Agreement including paras and Annexes hereto shall be valid unless the same is agreed to in writing by the parties hereto and issued as an amendment to the Agreement.

Article - 7.

The Agreement is executed in English language in two originals; each party receiving one duly signed copy. Both these copies are authentic.

IN WITNESS WHEREOF THE parties hereto by representatives duly authorized have executed the Contract on the day, month and the year first above written.

FOR AND ON BEHALF OF CONTRACTOR

FOR AND ON BEHALF OF OWNER

Name-----
Designation-----

Name-----
Designation-----

Rajasthan Renewable Energy Corporation Ltd.,
E-166, Yudhisthir Marg, C-scheme, Jaipur.

(Seal of the office)

(Seal of the office)

In presence of:
1.....

In presence of:
1.....

