

TECHNICAL BID

Online Tender Notice No. ACE (Ele/Mech)/Light & EEC/01/2024-25

All- inclusive Operation & Maintenance of SMC's 6.3 MW capacity wind power plant having 3 Nos. of 2.1 MW capacity Suzlon make S97 WTG for 10 years Connected to 132KV Baradiya(KPE) Sub Station in Porbandar region of Gujarat.



Surat Municipal Corporation

Main Office : Light & Energy Efficiency Cell, Room No: 117, 3rd Floor, Main Office Building, Muglisara, Surat- 395 003

Phone : EEC-PHONE: - 2423751-55 EXT- 498

Email : energyefficiencycell@suratmunicipal.gov.in

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SURAT MUNICIPAL CORPORATION

Light and Energy Efficiency Cell

Online Tender Notice No. ACE (Ele/Mech)/Light & EEC/01/2024-25

Tender(s) are invited for the following work(s) through online process on <https://smctender.nprocure.com> from experienced suppliers/ contractors/ Consultants: -

Sr. No.	Name of Work	[1]	Downloading of bid documents.
			[2]
	[3]	Site Visit	
	[4]	On line bid submission (Last date)	
	[5]	Submission of bid fee, EMD & other documents in hard copy	
	[6]	Bid Fee in Rs.	
	[7]	EMD in Rs.	
	[8]	Registration class/ Category	
[1]	All- inclusive Operation & Maintenance of SMC's 6.3 MW capacity wind power plant having 3 Nos. of 2.1 MW capacity Suzlon make S97 WTG for 10 years Connected to 132KV Baradiya(KPE) Sub Station in Porbandar region of Gujarat.	[1]	27/06/2024 to 08/07/2024 up to 18:00 Hrs.
		[2]	03/07/2024 at 17:00 Hrs. (Email query Only)
		[3]	--
		[4]	08/07/2024 up to 18:00 Hrs.
		[5]	Up to 16/07/2024 up to 17:30 Hrs.
		[6]	21,240.00
		[7]	10.48 Lakh (80% in the form of Bank Guarantee & balance 20% in form of Demand Draft or Pay order of Nationalized / Scheduled Bank only in favour of Municipal Commissioner, Surat Municipal Corporation payable at Surat only)
		[8]	Experienced contractor doing O & M of Wind Power Plant

- Bid documents are available on <https://smctender.nprocure.com>.
- Bidders have to submit their bid in electronic format only on <https://smctender.nprocure.com> website till the last date & time for submission. **Offers in physical form shall not be accepted in any case.**
- Submission of Bid fee, EMD & other documents etc. in hard copy to Chief Accountant, Surat Municipal Corporation, Muglisara, Surat **by R.P.A.D. / Speed Post only** during the date and time mentioned as above. Surat Municipal Corporation shall not be responsible for any postal delay.
- The SMC reserves the right to accept or reject any or all the bids to be received without assigning any reason(s) thereof.



O & M of 6.3 MW capacity Wind Power Plant at Ratdi Site (Dist.- Porbandar)

In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office: -

"(n) Code solutions – A division GNFC Ltd." 403, GNFC Info tower, Bodakdev, Ahmedabad – 380 054, Gujarat

Tel: +91 26857316/17/18 E-mail:nprocure@gnvfc.net Web-site:www.nprocure.com

Toll Free: 1800-233-1010 (Ext. 501 & 512)

For further particulars contact above office/ or visit on following websites: www.nprocure.com/
<https://smctender.nprocure.com>.

-Sd-

Additional City Engineer (Ele/ Mech),
Surat Municipal Corporation.



SECTION -I
PROFILE OF SMC & DETAILS OF 6.3 MW WPP

Back Ground

SMC is one of the leading corporations in India which strives continuously for RE usage continuously. At present, 38.7 MW capacity wind power plants are in operation at 4 different pooling stations in the Saurashtra and Kutch region of state of Gujarat.

The brief details of the WPPs are as below: -

WPP	LOCATION	WTG Capacity (MW)	WTG ID	District	Pooling Station	Commissioned on
3 MW WPP @ Adodar	ADO 22	1.50	SEL/1500/10-11/1897	Porbandar	Adodar (Tukda)	02-Nov-2010
	ADO 24	1.50	SEL/1500/10-11/1898	Porbandar	Adodar (Tukda)	02-Nov-2010
8.4 MW WPP @ Bhanwad	BND 01	2.10	SEL/2100/12-13/3139	Jamnagar	Mota Gunda (132 kV)	01-Jun-2013
	BND 43	2.10	SEL/2100/12-13/3140	Jamnagar	Mota Gunda (132 kV)	01-Jun-2013
	BND 44	2.10	SEL/2100/12-13/3141	Jamnagar	Mota Gunda (132 kV)	01-Jun-2013
	BND 45	2.10	SEL/2100/12-13/3142	Jamnagar	Mota Gunda (132 kV)	17-Jul-2013
6.3 MW WPP @ Ratdi	RATDI 10	2.10	KPE/2100/14-15/3463	Porbandar	Baradiya (KPE)	29-Sep-2014
	RATDI 11	2.10	KPE/2100/14-15/3464	Porbandar	Baradiya (KPE)	29-Sep-2014
	RATDI 12	2.10	KPE/2100/14-15/3465	Porbandar	Baradiya (KPE)	29-Sep-2014
12.6 MW WPP @ Nakhtrana	KSR025	2.10	SEL/2100/15-16/3824	Kutch	Ukheda (Suzlon)	30-Jun-2016
	KSR045	2.10	SEL/2100/15-16/3825	Kutch	Ukheda (Suzlon)	30-Jun-2016
	KSR047	2.10	SEL/2100/15-16/3819	Kutch	Ukheda (Suzlon)	30-Jun-2016
	VG065	2.10	SEL/2100/15-16/3820	Kutch	Ukheda (Suzlon)	30-Jun-2016
	VG066	2.10	SEL/2100/15-16/3821	Kutch	Ukheda (Suzlon)	30-Jun-2016
	VG067	2.10	SEL/2100/15-16/3823	Kutch	Ukheda (Suzlon)	30-Jun-2016
2.1 MW WPP @ ROH 136	ROH 136	2.10	SEL/2100/18-19/5259	Kutch	Ukheda (Suzlon)	31-Mar-2019
6.3 MW WPP @ Roha-Nakhtrana	ROH 162	2.10	SEL/2100/21-22/6403	Kutch	Ukheda (Suzlon)	15-Sep-2021
	ROH 163	2.10	SEL/2100/21-22/6404	Kutch	Ukheda (Suzlon)	15-Sep-2021
	ROH 702	2.10	SEL/2100/21-22/6405	Kutch	Ukheda (Suzlon)	15-Sep-2021
Total	19	38.70	***	3	6	***

Tender is invited for the 6.3 MW capacity wind power plant commissioned in September-2014 and it has completed/about to complete 10 Years of operation.

The power plant includes 3 nos. of 2.1 MW capacity S97 model Suzlon make wind turbine generators, 3 nos. of 2,300 KVA transformers, allied towers, nacelle, internal electrical lines, electrical HT panels and associated electrical & power evacuation system shared with other 58 Nos. of 2.1 MW capacity WTGs and the electrical system of other companies.



O & M of 6.3 MW capacity Wind Power Plant at Ratdi Site (Dist.- Porbandar)

Important details of 6.3 capacity WPP is as under: -

6.3 MW WPP @ Ratdi, Dist: Porbandar

Location: **Survey No. 51/2A/1P, Village: Ratdi, Tal: - & Dist: Porbandar**

Pooling Station: **132 KV Bardiya (KPE) Substation**

Sr. No.	LOCATION	WTG ID	Location	Elevation	WTG Model	Tower
1	RATDI 10	KPE/2100/14-15/3463	21.741580°, 69.494310°	5.2	WTG Model- S97 , Rotor Dia: 97 m , Hub Height: 90 m , Blade Length: 47.5	Tubular
2	RATDI 11	KPE/2100/14-15/3464	21.740210°, 69.487260°	10.0		
3	RATDI 12	KPE/2100/14-15/3465	21.732580°, 69.488440°	5.7		

Details of Estimated Annual Energy Generation/ Production (AEP) and actual energy generation of 6.3 MW wind power plant are as under: -

Month	Total Energy Generation at GETCO's E.M. (KWH)	Days	Months	Average Monthly Energy Generation at GETCO's E.M. (KWH)	Average CUF
January	1,06,23,509	310	10	10,62,351	22.66%
February	83,41,558	283	10	8,34,156	19.49%
March	92,87,271	310	10	9,28,727	19.81%
April	77,84,503	300	10	7,78,450	17.16%
May	1,15,54,920	310	10	11,55,492	24.65%
June	1,22,39,097	270	9	13,59,900	29.98%
July	2,06,36,603	279	9	22,92,956	48.92%
August	1,49,76,525	279	9	16,64,058	35.50%
September	61,84,132	272	9	6,87,126	15.04%
October	44,38,337	310	10	4,43,834	9.47%
November	75,40,111	300	10	7,54,011	16.62%
December	1,13,34,874	310	10	11,33,487	24.18%
Total	12,49,41,440	3,533	116	1,30,94,548	23.39%
Estimated Energy Generation (AEP P90, KWH per annum)				1,51,94,754 KWH	
Estimated Energy Generation (CUF)				27.53%	



O & M of 6.3 MW capacity Wind Power Plant at Ratdi Site (Dist.- Porbandar)

Technical Details of Important electrical equipment (WTG, Transformer, VCB) is enclosed in the attached file [Techbid Attachment \(OM 6.3 MW WPP\).pdf](#).

I/c. Executive Engineer (Ele),
Light & Energy Efficiency Cell,
Surat Municipal Corporation.



SECTION II

DEFINITIONS & INTERPRETATIONS

2.1 DEFINITION

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

The term 'Company/ SMC/ Client/ Owner' means the Surat Municipal Corporation having its registered office at Mugalisara, Surat- 395 003 and includes its successors and assigns.

The Name of Head of the Department (Mention Please) shall mean Additional City Engineer of the SMC, or his successor in office as designated by the Company.

The Executive Engineer shall mean the Executive Engineer, Light & Energy Efficiency Cell, SMC, Surat or his successor in office.

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

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

The term 'The Completion Certificate' shall mean the certificate to be issued by the Engineer-in-charge appointed by the company when the contractor has completed all his contractual obligations.

The term 'Commercial Operation Date (COD) shall mean the date on which the Power Producer/ Developer synchronizes the Wind Energy Generator of the Power Plant with the Grid system after the generating unit has completed its performance acceptance test as per standards required for commissioning.

The 'Contract Value' shall mean total comprehensive O & M cost of 6.3 MW wind power plant.

The term 'The Operator' (for Operation & Maintenance job) shall mean the person or persons, firm or company whose tender has been accepted by the SMC and includes the contractors legal representatives, his successors, executors and permitted assigns.

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

The term 'Sub-contractor' shall mean any person or firm or company (other than the Bidder)



to whom any part of the work has been entrusted by the contractor with prior written consent of the SMC/ Engineer-in-charge.

The term 'The Drawings' shall include maps, plans, drawings, sketches and tracings or prints thereof with or without any modifications approved in writing by the Engineer-in-charge/ consultant and such other drawings as may from time to time, be furnished or approved in writing by the Engineer-in-charge/ consultant.

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

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

Site" shall mean the land and other places on through which work is to be carried out or any other lands or places approved for the purposes of the Contract together with any other place designated in the contract as forming part of the site.

The term facility mean land, wind turbine, generator, step sub-station, power evacuation system, metering at interface point, wind mast central monitoring system etc.

2.2 DAY

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

2.3 ENVIRONMENTAL LAWS

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

2.4 POWER PLANT

The complete, fully functional, and operational 6.3 MW wind power generating station including related facilities, substation, and controls necessary to enable the plant to deliver electric power to 33 kV or higher voltage outgoing feeders up to inter connection with state grid.



2.5 MONTH

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

MNRE means Ministry of New and Renewable Energy, Govt. of India.

2.6 "PRUDENT UTILITY PRACTICE"

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

Indian Electricity (Supply) Act means Indian Electricity Act 2003, Indian Electricity Act 1910, Indian Electricity (Supply) Act 1948 & Indian Electric Rules 1956 & as amended from time to time.

The 'Interconnection point' means the physical point(s) at the terminal substation gantry (i.e.) where 33 KV or any other higher voltage line/ lines from the TRANSCO Grid are connected.

GETCO - means 'Gujarat Energy Transmission Corporation Limited'.

DISCOM - means 'Concerned Distribution Utility of the Gujarat State'.

GEDA - means 'Renewable Energy Corporation/ Agency of the State'.
which is also the Nodal Agency in the State of Gujarat

IREDA - means 'Indian Renewable Energy Development Agency'.

IEC - means International Electro Technical Commission

CEIG - means Chief Electrical Inspector of Gujarat State Government

MW - means Mega Watt

In this document unless otherwise stated:

- (i) The headings and paragraph numbering are for convenience only and shall be ignored in construing the agreement;
- (ii) The singular includes the plural and vice versa;
- (iii) References to natural persons include corporate bodies and partnerships;
- (iv) References to any enactment, ordinance or regulation include any amendment thereof or any replacement in whole or in part;



- (v) References to Articles, Clauses and Schedules are unless the context otherwise requires, refers to Articles of, Clauses of, and Schedules to, this document.

I/c. Executive Engineer (Ele),
Light & Energy Efficiency Cell,
Surat Municipal Corporation.



SECTION – III

INSTRUCTIONS TO BIDDERS

3.1 PREAMBLE

6.3 MW Wind Energy Plant Operation at Ratdi Site, Dist- Porbandar

Operation & Maintenance (O&M) of the wind farm shall be for 10 years from the date specified in the work order.

Scope of the work includes operation and maintenance of the power plant including supply of consumables and spares, wear and tear, overhauling and replacement of damaged equipment and other parts of WEGs for 10 years.

3.2 LANGUAGE

Bidders are required to furnish all information and documents as called for in this document in English language. Any printed literature furnished by the bidder can be in another language, provided that such literature is accompanied by an authentic English translation, in which case, for the purpose of interpretation of the document, the English version will govern.

3.3 BID DOCUMENT

All bidders must fill in, sign, and return the acknowledgement of RFQ document and Notice of Intent to bid form attached with this document as Bid Response Sheet No.1.

Tenders should be filled in only with ink or typed. Tender filled in by pencil or otherwise shall not be considered.

All additions, alterations and over-writings in the tender or accompanying documents must be clearly initialled by the signatory to the tender.

In case acceptance of the terms and conditions given in the bid document has any price implication same shall be considered and included into the price part. The owner can reject any or all offers without assigning any reason thereof.

3.4 SUBMISSION OF BIDS

May be done in accordance with Clause No. 4.1 of Section IV

3.5 EARNEST MONEY DEPOSIT (BID SECURITY)

- (i) The Bidder should deposit Rs. 10.48 lakh as EMD with the offer. This should be 20% in the form of a Demand Draft/ Pay Order/ Cheque drawn in favour of Municipal Commissioner, Surat Municipal Corporation payable at Surat, Gujarat and balance 80% in the form of BG of any Nationalized/ Scheduled Bank (Co-operative Bank not accepted) having branch at Surat. The EMD furnished by the successful Bidder shall



be refunded / adjusted after the acceptance of Security Deposit cum Performance Guarantee.

- (ii) Offers, not accompanied with requisite EMD shall be summarily rejected.
- (iii) EMD shall be a non-interest-bearing deposit.
- (iv) EMD shall be forfeited in case of revision and/or modification of terms of offer or withdrawal of offer during the validity period.
- (v) EMD of the successful Bidder shall be forfeited if he fails to deposit the requisite Security Deposit cum Performance Bank Guarantee or fails to enter into contract agreement. In the event of the contractor, after the issue of communication of acceptance of offer by the Owner, fails/refuses to execute the order as herein, the contractor shall be deemed to have abandoned the contract & such an act shall amount to and be construed as the contractor's calculated and wilful breach of contract, the cost and consequence of which shall be to the sole account of the contractor and in such an event the Owner shall have full right to claim damages thereof in addition to the forfeiture of EMD.
- (vi) The EMD shall be returned to the contractor-
 - a) Whose tender has not been accepted by the SMC on application by the contractor; and who's tender has been accepted by Owner, after the receipt of Security Deposit.

3.6 EXAMINATION OF BID DOCUMENTS

Intending bidders are required to carefully go through the instructions included in the document and furnish complete information, necessary documents and schedules.

The bidder will be deemed to have independently obtained all the necessary information for the purpose of preparing his bid. The information given in the tender document are indicative only. In his own interest, the bidder should visit the site to acquaint himself with the site conditions.

Transfer of document purchased by one bidder to another is not permissible.

It should be noted that under no circumstances, any time extension or any financial or any other kind of adjustment will be permitted for want of non-familiarity of work or work site.

All costs towards site visit, conference and submission of document shall be borne by the bidders themselves. Bidders are advised to submit offers strictly in accordance with the terms & conditions and specifications contained in the tender document. Conditional bids or bids having deviations are liable to be rejected at the sole discretion of SMC.



3.7 RIGHTS OF SMC

Bidders are informed that SMC is neither under any obligation to select any bidder nor to assign any reason for either qualifying or disqualifying any bidder. SMC reserves its right to reject lowest bidder offer. SMC is also not under any obligation to proceed with the works or any part thereof.

At any time prior to opening of price proposals, SMC either on its own initiative or in response to clarifications requested by any prospective bidder may modify the document by issuing an amendment by cable/ fax/ e-mail, etc. to all bidders.

SMC reserves the right to reject any proposal in following cases:

- i. At any time, a material misrepresentation is made or uncovered.
- ii. The bidder does not respond promptly and exhaustively to requests for supplemental information required for the evaluation of the proposal within the time allowed.

3.8 VALIDITY

Tenders will be valid for a period of 120 days from the last date of submission of the technical bid in hard copy.

3.9 REJECTION OF BID

No correspondence by any of the bidder shall be entertained till such time decision in the matter is taken unless otherwise specifically asked for by SMC.

The bidder must quote the prices strictly in the matter as indicated in the document, failing which tender is liable for rejection. The rate/cost shall be entered in words as well as in figures. These must not contain any additions, alterations, over-writings, cuttings or corrections and any other markings, which leaves any room for doubt.

3.10 FORFEITURE OF EMD

Successful bidder/ bidders will be required to submit Bank Guarantee in form of Security cum Performance Guarantee in the prescribed format. In the event of failure of the bidder to execute the Bank Guarantee within prescribed period as mentioned in the tender from the date of receipt of acceptance of the tender, the full earnest money deposited shall be forfeited.

3.11 CONFIDENTIALITY

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



3.12 GENERAL

- 3.12.1 Although details presented in this RFQ have been compiled with all reasonable care, it is Bidder's responsibility to satisfy themselves that the information/documents are adequate and that there are no conflicts between various documents/stipulations. No dispute or claims will be entertained on this account.
- 3.12.2 Bid proposal preparation is the responsibility of the bidder, and no relief or consideration can be given for errors and omissions.

3.13 CORRESPONDENCE

All further correspondence in connection with this bid shall be addressed to:

Executive Engineer (Light & Energy Efficiency Cell)

Energy Efficiency Cell,

Room No. 117, 3RD Floor, Main Office Building,

Surat Municipal Corporation,

Muglisara, Surat- 395 003.

EEC-PHONE : 0261- 2423751-55, EXT- 498

E-mail : energyefficiencycell@suratmunicipal.gov.in

I/c. Executive Engineer (Ele),
Light & Energy Efficiency Cell,
Surat Municipal Corporation.



SECTION IV

GENERAL TERMS & CONDITIONS

4.1 SUBMISSION OF BID DOCUMENT

Bidders wishing to participate in this E-Tender shall be required to procure Digital Certificate as per Information Technology Act- 2000. By using this Certificate, the bidder can digitally sign his electronic bid. Bidders can procure the Digital Certificate from any of the CCA approved certifying agency or can contact M/s (n) Code Solution at the below mentioned address who will assist in procuring the same. Bidders who already have a valid Digital Certificate need not procure it again. In case bidders need any clarification regarding online participation they can contact:

M/s (n) Code Solution,
301, GNFC Info Tower,
Near Grant Bhagwati Hotel,
Ahmedabad – 380 015.

Tel: +91-79-26857316 to 18 | Url: <https://smctender.nprocure.com>

Bidders who wish to participate in E-Tender need to fill data in pre-defined forms of Tender fee, EMD (Bid Security), Qualifying Criteria & Technical Bid and Price Bid only.

"Demand Draft for E.M.D. & Tender Fee shall be Submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that EMD and Tender Fee are received for purpose of opening the bid. Accordingly offer of those shall be open whose EMD and tender Fee is received electronically. However, for the purpose of realization of DD Bidder shall send the DD in original through RPAD/ Speed Post so as to reach to Account Department (Main Office) within time limits specified in tender. Penetrative action for not submitting DD in original to Account department (Main Office) by Bidder Shall be intimated and action shall be taken for abeyance of registration and cancelation of E-tendering code for 01 (One) year i.e. such bidder(s) wouldn't allowed to participate any tenders of Surat Municipal Corporation for one year. Any documents in supporting of Bid shall be in electronic format only through online (By Scanning) and hardcopy will not be accepted separately"

Bidders should upload scan copies of reference documents in support of their eligibility of the bid. After filling the data in pre-defined forms, bidders need to click on final submission link to submit their encrusted bid.

Bids shall be submitted in two parts.

Part – I Technical Bid along with proof of Qualifying Criteria in pre-defined forms in electronic mode and physical form.

Part – II Price Bid in electronic mode only in Bid response on webpage

Note: Price bid in physical form (in hard copy) will not be accepted.



DOCUMENTS COMPRISING THE BID TO BE SUBMITTED IN PHYSICAL FORM

The bid submitted by the bidder in physical form in hard copy shall comprise the following:

- a) Tender fee Rs. 21,240.00 in form of DD/ Pay Order/ Cheque in favour of Municipal Commissioner, Surat Municipal Corporation payable at any nationalized or Scheduled Bank situated at Surat.
- b) Bid Security; (EMD)
- c) The technical bid including Qualification Information Form, bidder's certificate undertaking on Rs. 100.00 non-judicial Gujarat stamp paper and Documents (in the format indicated in tender document)

The bid documents shall be submitted in **one set** in the following manner:

- i. Original document shall be put in a separate sealed cover and marked as 'ORIGINAL COPY' on top of the envelope. Name of the Project and full name and address of the bidder shall be written clearly on the sealed cover.
- ii. The Bank Draft or/and Bank Guarantee for EMD shall be put in a separate envelope subscribed as 'EMD' on top of the cover. Tender fee amount DD/ Pay Order/ Cheque shall be put in the same cover.
- iv. Both the **ORIGINAL COPY** of bid documents along with the envelope containing EMD shall be put inside one large envelope, sealed and clearly super scribed on top of the packet **"All-inclusive Operation & Maintenance of SMC's 6.3 MW capacity wind power plant having 3 nos. of 2.1 MW capacity Suzlon make S97 WTG for 10 years connected to 132 KV Bardiya (KPE) Substation in Porbandar region of Gujarat"**. Name and full address of the bidder shall be written on the bottom left corner of each envelope. Date of opening shall also be mentioned on the envelope.

The hard copy as above should be sent to the Chief Accountant, Surat Municipal Corporation, Muglisara, Surat 395 003 by RPAD & Speed Post only. SMC shall not be responsible for any postal delay.

DOWNLOAD OF TENDER DOCUMENT

The tender document for this work is available only in electronic format, which can be downloaded free of cost by the bidder. Tender documents consist of two parts (i) technical bid with qualifying requirements (ii) Price bid.

INFORMATION FOR ON LINE PARTICIPATION

1. Internet site address for e-Tender activities will be <https://smctender.nprocure.com>.
2. Interested bidders can view detailed tender notice and download tender document from the above-mentioned website.



3. Bidders who wish to participate in online tender have to register with the website through the “New User Registration” link provided on the home page. Bidder will create login id & password on the own in registration process.

4.2 CURRENCY FOR PRICE QUOTE

Bidders shall quote the price in Indian Rupees only. No foreign exchange will be provided by SMC for any imported equipment.

4.3 PRICE BASIS

The rates should be quoted on ‘FIRM PRICE’ basis, FOR site including all taxes, duties & levies, packing, forwarding, loading, transportation and insurance charges etc. in the enclosed proforma of Schedule of Rates. Price bid not quoted in the prescribed proforma are liable to be rejected.

Price escalation on account of any statutory variation during the contractual period increase in custom duty, excise duty, sales tax, additional of new taxes/ duties etc. shall be given extra on furnishing documentary evidence. In the same way in case of decrease of any type of duty/taxes, removal of taxes shall be refunded.

If any item is required to be imported for the execution of contract, same shall be done by the Contractor against its own import license. The Owner shall not be responsible for either the import license or the foreign exchange required for such import.

4.4 OPENING OF TENDER

The Technical Bid shall be required to be submitted in hard copy only before the due date in duplicate. The technical bid shall be opened after two days from the due date of receipt of technical-bid. Bidders who wish to remain present at Energy Efficiency Cell-Surat Municipal Corporation can do so at the time of tender opening. Only one representative of each firm will be allowed to remain present.

The bidders who fulfil the requirements of the qualifying criteria, requirement of technical specifications and all terms & conditions, price-bid of only such bidders will be opened.

4.5 ACCEPTANCE OF CONDITIONS

The bidder shall sign these conditions on each page at the end in token of acceptance of all the terms and it would be attached with the tender along with the declaration. He should also sign at the bottom of each page of the tender document.

4.6 INCOME TAX, GST & P.F. REGISTRATION.

The bidder shall submit copies of Company’s IT returns for last three years, GST Registration Certificate & P.F. Registration certificate.



4.7 OPERATION & MAINTENANCE

Operation & Maintenance (O&M) of the wind farm shall be for 10 years.

4.8 BIDDER TO OBTAIN HIS OWN INFORMATION

The bidder for the purpose of bidding will be deemed to have independently obtained all the necessary information for the purpose of preparing his tender. The information given in the tender document are indicative only. In his own interest, the Bidder should visit the site to acquaint himself with the site conditions.

4.9 LIEN / CLAIM

If, at any time, there should be evidence or any lien or claim for which the SMC might have become liable and which is chargeable to the contractor, the SMC shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify the SMC against such lien or claim.

4.10 COMPLIANCE OF THE PROVISIONS / ACTS

The contractor shall be responsible for compliance of the provisions of Indian Electricity Act and rules framed under, Employees State Insurance Act, Workmen's Compensation Act, 1923, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (Regulation & Abolition) Act 1970, Industrial Dispute Act, 1948, Fatal Accident Act, 1955, Industrial Employment (Standing Order) Act, compulsory notification of vacancies (Employment Exchange) Act, Payment of Bonus Act, or any other allied Central or State Govt. rules, regulations and schemes made there under. In case of non-fulfilment of any such obligations, the contract will be liable for termination at 15 days' notice given by the SMC without prejudice or any of the other rights of the SMC under this contract.

4.11 COMPENSATION/INDEMNIFICATION

The contractor shall be liable for payment of all wages and other benefits, such as leave with wages, contributory provident fund, bonus, free medical aid, etc., to his employees and labour as per the statutory requirements as in force or, may be applicable from time to time during the currency of the contract.

The contractor shall bear all liabilities for employee and labour employed or retained by him as regards to any compensation, litigation and any other action arising out of operation of this contract or at the termination of this contract.

The SMC shall not pay any additional amount on any such account. The only remuneration payable to the contractor by the SMC will be on the basis of accepted rates and work executed thereof.

The contractor shall always indemnify the SMC and its representative against all the claims and liabilities for or in respect of all or any claim etc., of workers, labourers, public liabilities



and staff employed and/or engaged in respect of this contract under the aforesaid Acts, rules, regulations and schemes including statutory modifications thereof or otherwise for or in respect of any claim, damage, compensation, expenses, etc., whatsoever payable in consequence of any loss, damage, accident or injury etc., sustained by any employee or any other third person including the employees of the SMC. If at any time the SMC is required to make any payment/claim/compensation by virtue of any of the above Acts, etc., such payments shall be deemed to have been made on behalf of the contractor and same shall be recovered from the contractor's bill(s) or from any sum(s) due to the contractor.

All sums payable by way of compensations under any of these conditions shall be considered as reasonable compensation to be applied to the use of the SMC without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

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

4.12 FORCE MAJEURE

The contract shall be subject to standard force majeure clauses such as war, civil disturbances, strikes, epidemic, pestilence, earthquake, fire, flood, but excluding wind conditions or any other act of God over which parties have no control or because of any law and order situation and/or proclamation or ordinance of any govt. or of any statutory authority and in such an event the obligations of either parties shall remain in suspense during that period but work will be resumed immediately after the cause/event as aforesaid, has ceased or otherwise deemed to have been determined.

Provided a notice is given in writing by the party affected within 7 days of the happening of the event mentioning the circumstances constituting force majeure. Should one or both parties be prevented from fulfilling their contractual obligations due to the state of force majeure lasting for a continuous period of thirty days the two parties shall by mutual consultation decide about the further implementation of the contract, and in the event of the non agreement in this regard, the SMC reserves the right to determine the contract.

Any changes after placement of order in existing rules/ policies by the Government which could seriously affect the construction activities.



4.13 GENERAL

Except if and to the extent otherwise provided by the contract, the provisions of the general conditions of the contract and special conditions of the contract shall prevail over those of any other documents forming part of the contract.

Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of the matter may be referred to the Engineer-in-charge whose decision shall be final and binding.

4.14 BREACH OF CONTRACT

In the event of breach of any of the conditions of the contract at any time on the part of the contractor the contract may be terminated summarily by SMC, Surat without compensation to the contractor.

4.15 DISQUALIFICATION

If a tenderer imposes conditions which are in addition to/or in contravention with the conditions mentioned herein, his tender is liable to be rejected. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of tender issued by SMC.

Direct or indirect canvassing on the part of the tenderer or his representatives will be deemed as a disqualification.

4.16 CHANGE IN CONSTITUTION

In any case in which any of the powers conferred upon the SMC shall have become exercisable and the same had not been exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the contractor.

4.17 ASSET TRANSFER

Should at any time during the currency of O&M contract the owner decide to sale/ transfer the assets of wind farm to their sister company or any other company, all the agreed terms & conditions will remain the same for the new company. The contractor will provide all the services as per contract awarded.

4.18 SETTLEMENT OF DISPUTES

Except or otherwise specifically provided in the contract, all disputes concerning question of fact arising under the contract shall be decided by the Engineer-in-charge, subject to a written appeal by the contractor to the Engineer-in-charge, and these decisions shall be final and binding on the parties hereto. Any dispute or differences including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties. If amicable



settlement cannot be reached, then all disputed issues shall be settled as provided in (a) below.

DISPUTE OR DIFFERENCES TO BE REFERRED TO:

If at any time, any question, disputes or differences of any kind whatsoever shall arise between the Engineer-in-charge and the contractor upon or in relation to or in connection with this contract, either party may forthwith give to the other, notice in writing of the existence of such question, dispute or difference as to any decision, opinion, instruction, direction certificate or evaluation of the Engineer-in-charge.

The question or difference shall be settled by the Municipal Commissioner, who shall state his decision in writing and give notice of the same to the Engineer-in-charge and to the Contractor, such decision shall be final and binding upon both parties to the contract and work on contract if not already breached or abandoned shall proceed normally unless and until the same shall be revised (or upheld) due to any judicial proceeding.

Should the Municipal Commissioner fail to give a decision within three (3) calendar months after issuance of notice of a question, dispute or difference or if the contractor is dissatisfied with any such decision of the Municipal Commissioner, then the matter may be referred for arbitration as per Indian Arbitration and Reconciliation Act 1996 and its amendment thereof from time to time. The place of arbitration shall be SURAT only.

4.27 JURISDICTION

Legal proceedings, if any, arising out of the tender contract shall be lodged in the jurisdiction of courts situated in Surat only.

4.28 ADDENDA/ CORRIGENDA

Addenda/Corrigenda to the tender document may be issued prior to the date of opening of the tenders to clarify documents or to reflect modifications in the design, drawing, specifications or contract terms. Each recipient will retain one copy of each addendum/corrigendum and submit the other copy duly signed with his offer. All addenda/corrigenda issued by the SMC shall become part of the tender document.

I/c. Executive Engineer (Ele),
Light & Energy Efficiency Cell,
Surat Municipal Corporation.



SECTION VI

SPECIAL CONDITIONS FOR OPERATION & MAINTENANCE OF WIND POWER PLANT

5.1 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.

1. **Organization**

- (i) For Companies- Certified copy of the “Certificate of Incorporation” together with certified “Memorandum and Articles of Association” and a list containing names and addresses of all the directors should be furnished.
- (ii) For Partnership Firms – Certified copy of the partnership together with a certified extract from the Registrar of Firms containing names and addresses of all the partners of the firm should be furnished.
- (iii) For Proprietary firm- Name and address of Proprietor should be furnished.
- (iv) For Consortium- The lead/ major/ minor partner of the Consortium to be identified clearly. The roles and responsibility of the entire consortium partner shall be indicated in clear terms. The lead partner should be the manufacturer of Wind Energy Generators only. Original copy of the agreement executed in legally bound manner stating the responsibility of all the members should be submitted. The lead and major members of the consortia to be liable jointly and severally for successful completion of the work.

2. **Technical Qualification Criteria**

- (i) The bidder shall have experience of operation and maintenance of **4.2 MW** capacity in one Wind Farm in immediately preceding seven years in India.
- (ii) The bidder must have experience of Suzlon make S97 model 2.1 MW capacity WTG in India.
- (iii) Company must be business of O & M wind power plants in India for min. 5 years.
- (iv) Must have sufficient and satisfactory experience of operation & maintenance of at least 4.2 MW capacity of WEGs in the state of Gujarat for Min. 1 year.

3. **Financial Qualification Criteria**

- i) The Average Annual Turnover of the bidder of the last three preceding financial years i.e. 2021-22, 2022-23 and 2023-24 shall not be less than Rs. 15.00 Crores.
- ii) The net worth of the bidder shall be positive any one year during the last three preceding financial years financial years i.e. 2021-22, 2022-23 and 2023-24.



5.2 TERM OF O&M CONTRACT

The contract for comprehensive Operation & Maintenance (O&M) on comprehensive basis shall be for 10 years.

5.3 EXTENSION OF TERM

The O&M contract shall be renewable for a further 5 years/ completion of 25 years of transmission agreement period (whichever finishes earlier) on the mutually agreed conditions prevailing at that time.

5.4 BATTERY LIMIT

The battery limit for bidder during the period of O&M contract shall cover complete wind power plant (3 WTGs of SMC) and respective/ allied power evacuation system up to inter connection point.

The bidder shall be responsible for supply of all spare parts, repairs/ replacement of any defective equipment/s at his own cost as required from time to time, schedule and preventive maintenance, major overhauling of the plant, maintaining log sheets for operational detail, deployment of staff for continuous operations and qualified engineer for supervision of O&M work, so as to ensure the smooth operation for the entire period of O&M. SMC shall not pay any amount except the agreed O & M charges.

5.5 SCOPE OF WORK

Operator shall carry out all day-to-day operation and maintenance for the Power plant as set forth herein. Operator shall perform the work and supply all required spare parts in a prudent and efficient manner and in accordance with Manufacturers and systems designers' specifications, the Annual Operating Plan for the Plant and all operation and maintenance manuals.

All Indian applicable laws including environmental protection, pollution, sanitary, employment and safety laws, ("Government Rules").

Prudent Utility Practice.

Operator shall use all reasonable and practical efforts.

To maximize plant capacity utilization,

To minimize plant downtime,

To optimize the useful life of the equipment of the power plant.

The Operator shall perform the following obligations prior to takeover of the O&M activity:

Prepare Mobilization plan in consultation with the Owner.

Provide the services and personnel set forth in the Mobilization Plan

Prepare in consultation with the Owner, the initial Annual Operating Plan

Develop and implement plans and procedures including those for firefighting, maintenance

planning, procuring and inventory control of stores and spares, plan to meet emergencies, plant safety and security; and such other facilities and systems as may be necessary to commence Operator's ongoing responsibilities.

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

- a. Provide all operations and maintenance services necessary and advisable to efficiently operate and maintain the plant, including all associated and appurtenant mechanical and electrical equipment keeping in view the objectives set-forth herein above.
- b. Maintain at the Plant accurate and up-to-date operating logs, records and Monthly reports regarding the operation and maintenance of the Plant which shall include detail of power output, other operating data, repairs performed and status of equipment, all such records to be maintained for a minimum of forty two (42) months after the creation of such record or data and for any additional length of time required by regulatory agencies with jurisdiction over the Parties. Upon expiry of term, the operator shall hand over such records to the owner; however, Owner shall have access to all such records at any time.
- c. Regularly update and implement an equipment repair or replacement and preventive maintenance program that meet the specifications of the equipment manufacturers and the recommendations of the manufacturers.
- d. Perform periodic overhauls or preventive maintenance required for the Plant in accordance with the recommendations of equipment manufacturers. Also attend break down and other maintenance in the Plant.
- e. Provide technical & engineering support for solving operation and maintenance problems.
- f. Perform the services required to procure all spare parts, or equipment/s as required, overhaul of parts, tools and equipment, required to operate and maintain the Plant in accordance with the recommendations of individual original equipment manufacturer.
- g. Operate and maintain Plant fire protection and safety equipment.
- h. Maintain with the assistance of the Owner, accounting records regarding the facility in accordance with the generally acceptable accounting principles under the Laws of India.

5.6 PERSONNEL

The Operator shall employ only such personnel who are adequately qualified and experienced for operating and maintaining such power generating sets. The Operator shall

ensure that such personnel are on duty at the plant at all times, twenty-four (24) hours a day and seven (7) days a week commencing from the Date of Commercial Operations.

5.7 MACHINE AVAILABILITY

a. The operator shall guarantee the machine availability of minimum 95%.

b. Pre Determined Mutually Agreed Damages

For 95% machine availability, the O&M Contractor shall keep the machine availability at not less than 95%. In case the machine availability is less than 95%, pre-determined mutually agreed damages shall be paid by the contractor as under; the total liability will be limited to the annual O&M charges for each year:

(a) For machine availability ranging between 95-90%: 2% of O&M charges for every 1% fall in machine availability.

(b) For machine availability below 90%: Actual revenue loss as per billing cost.

(c) The recovery on this account will be made quarterly but will be adjusted at the end of the year for the whole year. **The total liability on this account shall be restricted to 50% of the annual O&M charges for each year.**

M/c availability shall be calculated by the following formula:

Percentage of Machine availability =

$$\frac{\text{No. of hours m/c available for generation} \times 100}{(8760 - \text{Grid failure- Force majeure})}$$

Grid Failure: includes outage of SEB's evacuation system and load shedding if any, by State Power Controller.

No. of hours machine available for generation = Total no. of hours in a year (8760 hrs.) – Grid Failure – Force majeure- Scheduled Maintenance – Break down maintenance if any.

5.8 GUARANTEE FOR (I) REACTIVE POWER & (II) Energy Drawal + Losses from Controller to GETCO's Energy Meter

i. REACTIVE POWER

It shall be the responsibility of the O&M contractor to maintain minimum power factor of the wind farm as per the requirement of Gujarat Energy Transmission Corporation Ltd / concerned Discoms so as to minimize VAR drawl from Transco. Any charges to be paid for the reactive power (charges) drawl up to 5% shall be to the account of SMC & beyond 5% to O & M Contractor account to be settled on annual basis.

ii. Energy Drawal + Losses from Controller to GETCO's Energy Meter

Energy drawal to start WTGs and total losses between WTG controller to GETCO's Energy Meter should not be more than 5% of total energy registered in GETCO's Energy Meter. i.e. difference of energy registered in WTG's controllers and GETCO's E.M. should not be more

than 5% of total energy registered in GETCO's E.M. Excess energy drawal + losses will be charged at prevailing energy rates.

5.9 LIAISONING

It is the responsibility of the contractor to liaison with the following authorities:

Liaisoning with Gujarat State Government

Liaisoning with Gujarat State Power Utilities

Liaisoning with Gujarat State Renewable Agency

Any other department / agency as may be required.

5.10 O & M PERFORMANCE GUARANTEE

The Bidder will submit a DD/ Cheque/ Pay Order/ bank guarantee within 15 days from the date of work order. BG shall remain valid for 12 months of performance guarantee period, for an amount equivalent to 20% of total annual O&M charges.

Every year bank guarantee shall be extended for 12 months.

The Bank Guarantee shall be given in the proforma as per Annexure- II.

5.11 INSURANCE

Operator shall provide or obtain and maintain in force throughout the period of contract the following insurance coverage:

Workmen compensation and/ or group personal accidents Insurance policy covering all its employees and works including of the sub-Operator. Insurance to cover third party liability.

Insurance in respect of claims for personal injury to or death of any person in the employment of operator and arising out of and in the course of such employment, which insurance shall comply with all applicable Indian law and directives.

Motor vehicle, general liability and other insurance and deductibles/ excess thereon as may be required by applicable Indian law or in order to enable the operator to comply with prudent utility practice.

The bidder may take MBD insurance policy, but it would be the responsibility of the contractor to operate and maintain the wind farm and all the equipment in perfect condition at his own cost for the entire period of 10 years for which SMC shall pay the agreed O&M charges only. The replacement/ repair/ modification of any/ all equipment shall have to be carried out by the contractor at his own cost for the entire period of contract. SMC shall not be responsible for any break down/ failure of any equipment to any reason thereof and that contractor shall maintain requisite stock of spares of various equipment.

Nevertheless, fire and allied perils including earthquake, theft, flood, storms, cyclone, tempest & burglary, insurance policy shall be taken by SMC regularly during O&M contract period. In case of any loss/ claim under the policy, O&M contractor shall

immediately inform the same to SMC & Insurance Company & thereafter shall take all the measures required to protect the interest of owner/ underwriters and required for settlement of claim. In the case of any delay/ lapse on the part of O&M Contractor the loss would be made up by them. The contractor shall replace the damaged equipment without waiting for settlement insurance claim.

5.12 MEASUREMENT OF ENERGY AND METERING

i. Metering Systems:

The contractor shall maintain the Metering System as per the requirement of GERC/ GETCO/ Discom (which shall include energy meter, current and potential transformer). The Metering System will be designed so as to measure outgoing energy and power delivered by the WEG to the Gujarat State grid at the delivery point, i.e. point of inter connection and also for the import of energy for any purpose. Accuracy class of all metering equipment shall comply the requirements of State Regulator/ DISCOM. Meter reading shall be done jointly with Power Utility Engineer/ GEDA on monthly basis or at mutually agreed time interval.

ii. Testing of Meters

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

All testing and metering equipment shall conform to the relevant IS/ IEC/ GETCO/ DISCOM standards.

If either the Operator or the Owner finds any inaccuracy in the Metering System, the operator or the Owner, as the case may be, shall notify the other party in writing within 24 hours for a joint inspection and testing from GETCO/ DISCOM/ or other agreed agency.

iii. Sealing and Maintenance of Meters

The Metering System shall be sealed by the Discom's Engineer in the presence of representative of operator and/ or Owner.

When the Metering System and/ or any component thereof is found to be outside the acceptable limits of accuracy or otherwise not functioning properly, it shall be got repaired, re-calibrated or replaced by the Operator as soon as possible.

Any meter seals shall be broken only by the Discom's Engineer in the presence of the Owner and /or Operator's representative whenever the Metering System is to be inspected, tested, adjusted, repaired or replaced.

5.13 O & M CHARGES

The O&M charges shall be inclusive of taxes and duties as applicable. But any increase in taxes, levies/ fees, or newly imposed taxes, etc, would be charged extra (with submission of



documentary proof. Similarly, due credit would be given to SMC in case of withdrawal or reduction in applicable taxes/ fees/ duties. The O&M charges should be quoted for 10 years in Bid Response Sheet No. 7-II.

Payment will be made after all tax (Income tax, etc) deductions as applicable to such type of contracts. The rate quoted shall be deemed to be inclusive of all salaries and other cost, expenses of employees, all statutory levies, cost of spares, cost of repair/ replacement/ modification of any equipment or system for the entire period of 10 years so as to give 95% machine availability for 10 years. The rates are also inclusive of tools & tackles, etc. and liabilities of every description and all risk of every kind to be taken in operation, maintenance and handing over the plant to the owner by the operator. Owner shall not be responsible for any such liability on the operator in respect of this contract and exclusion of applicable taxes on the date of issue of LOI at prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date.

5.14 PAYMENT

The payment period will be quarterly. The Owner will be billed by the Operator promptly following the end of each quarter for power exported during such just completed quarter, and payment will be due on or before the 15th day (due date) from the date of the receipt of the invoice by Owner.

5.15 OPERATORS OFFICE AT THE SITE

During the execution of the contract the Operator shall ensure that a Plant Manager with authority to take decisions to be available at site. Such person deputed by the Operator shall report to the Engineer in Charge for smooth operation of the plant. The Operator shall also provide and maintain an office at the site for the accommodation of the agents and the staff and such office shall be open at all reasonable hours to receive instructions, notices or other communications. The office shall have telephone, fax and internet facility. The Operator shall be responsible for any misconduct/indiscipline by his employees or sub operator/agent employee's. The Operator shall abide by the instructions of the Owner Representative, if given in this regard.

5.16 POWER OF ENTRY

In case the Operator does not execute the work in the manner described in the contract documents or if he shall at any time in the opinion of the Engineer-in-charge:

- i) Fail to operate & maintain the plant in conformity with contract document or
- ii) Substantially suspend work or the works for a continuous period of 15 days without permission from the Engineer-in-charge, or
- iii) Fail to carry on and execute the works to the satisfaction of the Engineer-in-charge, or
- iv) Commit or suffer or permit any other breach of any of the provisions of the contract

on his part to be performed, or

- vi) If the operator abandons the works, or
- vii) If the Operator during the continuance of the contract becomes bankrupt.

In any of such events, the Owner shall have the power to enter upon the works and take possession of the plant, materials, spares, equipment, tools and stocks thereon, and to revoke the Operator's license to operate the plant by his agents, other Operators or workmen.

5.17 HANDING OVER THE PLANT AFTER EXPIRY OF TERM

After the expiry of term & extension of term as the case may be, operator shall hand over the plant to the Owner in satisfactory working condition in the prevailing stage. The operator shall demonstrate performance test of all the major & critical equipment to ensure plant dependable capacity in accordance to the norms of manufacturer. While handing over the plant operator shall hand over all technical documents, literature, and instruction manuals, lists of spare part & special tools & tackles. Operator will also hand over all the relevant record/documents.

5.18 DEFECTS/ NON-ACHIEVEMENT PLANT DEPENDABLE CAPACITY AFTER HANDING OVER

In order that the Operator could obtain a Handing Over certificate, he shall rectify any defect/ non achievement of plant dependable capacity in accordance to the norms of manufacturer arising from the defective Operation & maintenance practices or noncompliance of Prudent Utility Practices or that may have been noticed or developed during/ after the plant has been taken over, the period allowed for carrying out such works will be normally one month. If any defect could not be remedied or plant dependable achievement capacity in accordance to the norms of manufacturer could not be achieved within a reasonable time the Owner may proceed to do the work at operators' risk and expense and deduct from the final bill such amount as may be decided by the Owner.

All the aforesaid safeguards/ rights provided for the Surat Municipal Corporation shall not prejudice its other rights/ remedies elsewhere provided herein and/ or under law.

5.19 FINAL PAYMENT

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

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

The SMC shall deduct statutory taxes at source as per prevailing rates from bills of the Operators.

5.20 FAILURE OF THE OPERATOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT

If the Operator refuses or fails to execute the work or any separable part thereof with such diligence or fails to perform any of his obligations under the contract or in any manner commits a breach of any of the provisions of the contract, it shall be open to the SMC, to adopt following course of action at it's option, by written notice to the Operator.

- i) To determine the contract in which event the contract shall stand terminated and shall cease to be in force and effect on and from the date the decision is announced by the SMC. The Operator shall stop forthwith any of the Operators work, then in progress and handover the work to the SMC. The SMC shall be entitled for recovery of cost/ compensation to complete the unfinished obligations.
- ii) Without determining the contract, to take over the work of the Operator or any part thereof and complete the same through a fresh contract or by other means at the risk and cost of the Operator.

In the event that SMC proceeds in the manner prescribed in above clause then the whole or part of the security/ Performance Guarantee furnished by the Operator is liable to be forfeited without prejudice to the other rights of the SMC. The SMC shall also have the right of taking possession and utilizing such materials, equipment, and plant, belonging to the Operator, as may be at the site of the work in order to complete the unfinished work.

The amount that may have become due to the Operator on account of work already executed by him shall not be payable to him until after the expiry of six months reckoned from the date of the determination of contract or from the taking over of the work or part thereof by the SMC as the case may be. Further during this period of six months the responsibility for faulty workmanship in respect of such completed work shall under the contract, rest exclusively with the Operator.

Termination of the contract shall not prejudice or affect the rights of the Surat Municipal Corporation which may have accrued up to the date of such termination.

I/c. Executive Engineer (Ele),
Light & Energy Efficiency Cell,
Surat Municipal Corporation.

SECTION –VI

SCOPE OF WORK

The Scope of Work covered under this specification shall be but not limited to the followings: -

To offer suitable for comprehensive O&M services to 6.3 MW Wind Energy Plant to achieve optimum/ maximum wind energy generation at the site.

6.1 GENERAL

To maintain at the facility accurate and up-to-date operating logs, records, and monthly reports regarding the Operation & Maintenance of facility.

To perform or contract for and oversee the performance of periodic overhauls or maintenance required for the facility in accordance with the recommendations of the original equipment manufacturer.

To maintain and keep all equipment supplied for the Plant, control room (if applicable), switchyards, internal & external lines up to metering point, internal roads, etc. in workable conditions.

To discharge obligations relating to retirement/ Superannuating benefits to employees or any other benefit accruing to them in the nature of compensation, profit in lieu / in addition to salary, etc. for the period of service with the contractor.

To hand over the system to maintain an inventory of spare parts, tools, equipment, consumables and supplies for the facility's operation for two years on the basis of average requirement at the time of completion of O&M period.

10 years O&M period including spares and consumables, wear and tear, overhauling and replacement including supply of spares of damaged equipment and other parts of WEGs with no extra cost on SMC (except charges sanctioned/ quoted).

6.2 OPERATION AND MAINTENANCE

6.2.1 SCOPE

SMC wishes to entrust the total O&M activities of the 6.3 MW wind power plant to the contractor 10 years period.

6.2.2 The Turnkey contractor shall be responsible for all the required activities for the successful running, optimum energy generation & maintenance of the wind farm including wind farm electric's covering.

- a. Deputation of Engineering and supporting personnel
- b. Deputation of Security personnel.
- c. Successful running of WEGs for optimum energy generation.

- d. Monitoring controlling, troubleshooting maintaining of records, registers.
 - e. Supply of all spares, consumables, and fixing / application of the same as WEGs.
 - f. Conducting periodical maintenance check, testing over hauling, and taking preventive action for smooth running of wind farm as required.
 - g. General up keeping of all equipment, building, roads, wind farm land area.
 - h. Submission of daily /periodical reports to SMC on the energy generation & operating conditions of the wind farm.
 - i. Taking care of the full security aspects of the wind farm.
- 6.2.3 Continuous monitoring of the performance of the Wind Electric Generators and regular maintenance of the whole system including WEG, transformers, overhead line, outdoor VCB, switchgear, equipment etc. are necessary for extracting and maintaining the maximum energy output from the wind farm.
- 6.2.4 Operation and Maintenance of the wind farm shall required to be carried out for 10 years. Necessary spares including capacitors (if required), consumables etc as per equipment supplier's recommendation shall be arranged by the bidder at his own cost.

6.3 OPERATION AND PERFORMANCE MONITORING

- a. Operation part consists of deputing necessary manpower necessary to operate the wind farm at the optimum capacity as per O&M manual.
- b. Daily work of the operators in the wind farm involves logging the voltage, current, power factor, Active and Reactive Power and Cumulative Energy reading output of the 6.3 MW wind power plant (3 WTGs of SMC), battery voltage, specific gravity, temperature, logging down individual WEG's output data once a day. The operator shall also note down failures, interruption in supply and tripping of different relays, reason for such tripping, duration of such interruption etc.
- c. The operator shall record monthly energy output of each WEG and reports shall be prepared on performance of wind farm indicating turbine wise production. Down time, capacity factor, machine availability etc. and these figures shall be computed for the total wind farm.

6.4 MAINTENANCE

The contractor shall draw the preventive maintenance schedules and attend to the breakdowns keeping in view that the machine availability is always more than 95%.



The contractor shall carry out the periodical/ plant maintenance as given in the manufacturer's service manual and perform minimum two certified services per year. A model programme of maintenance of transformer is annexed at V Such programme for all the equipment shall be prepared as per operating manuals of manufacturer's and shall be implemented in letter and sprits.

Regular periodic checks of the WEG shall be carried out as a part of routine preventive maintenance during low wind period. In order to meet the maintenance requirements stock of consumables are to be maintained as well as various spare as recommended by the manufacturer at least for 2 years to be kept for usage.

Maintenance of other major equipment involved in wind energy farm are step up transformers overhead line equipment, switchgear outdoor HT VCB and metering panel. Particular care shall be taken for outdoor equipment to prevent corrosion. Cleaning of the insulators and applying Vaseline on insulators shall also be carried out at every 3 to 4 months interval. Resistance of the earthing system as well as individual earth resistance is to be measured and recorded every month. If the earth resistance is high suitable action is to be taken to bring down the same within the limits.

According to the recommendations stock of special tools and tackles shall be maintained for WEG and other major electrical equipment.

A maintenance record is to be maintained by the operator to record the regular maintenance work carried out as well as any breakdown maintenance along with the date of maintenance reasons for the breakdown steps have taken to attend the breakdown duration of the breakdown etc.

The Schedules will be drawn such that some of the jobs other than breakdown, which may require comparatively long stoppage of the WEG's, shall be carried out preferably during the non-windy season.

The Contractor shall deploy enough manpower at wind farm site to carryout work instructions and preventive maintenance schedules as specified. The contractor shall keep at least one skilled and experienced supervisor at site on permanent basis to supervise the jobs that are being carried out at site.

The Contractor will attend to any breakdown jobs immediately for repair /replacement/ adjustments and complete at the earliest working round the clock. During breakdowns (not attributable to normal wear and tear).

The Contractor shall immediately report the accidents, if any, to the Engineer In charge & to all the concerned authorities as per prevailing law of the state showing the circumstances under which it happened and the extent of damage and / or injury caused. O&M contractor would be solely & fully responsible/ liable to pay for any losses/ damages/ claims, etc. and SMC will be fully indemnified for such losses/ claims.

The Contractor shall comply with the provision of all relevant Acts of Central or State Governments including payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maturity Benefit Act 1961, Employees State Insurance Act 1948, Contract Labour (Regulations & Abolishment) Act 1970 or any modification thereof or any other law relating thereto and rules made there under from time to time.

The contractor shall at his own expense provide all amenities to his workmen as per applicable laws and rules.

The Contractor shall ensure that all safety measures are taken at the site to avoid accidents to his or his Co-contractor or person visit the wind power plant.

If in the event of negligence or mal operation by the contractor's operator any failure of equipment takes place such equipment should be repaired/ replaced by contractor at free of cost.

6.5 QUALITY SPARES & CONSUMABLES

In order to ensure longevity safety of the core equipment and optimum performance of the system the contractor should use only genuine spares of high-quality standards as recommended by manufacturers.

6.6 TOOLS AND TACKLES

The Contractor shall arrange for all the necessary tools and tackles including crane for carrying out all the maintenance work covered under this contract.

6.7 SECURITY SERVICES

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 vehicles shall be maintained. Any occurrence of unlawful activities shall be informed to SMC immediately.

6.8 SCHEDULING AND FORECASTING

SMC has appointed QCA as per prevailing forecasting & scheduling of the wind energy generation. The operator is required to provide access/ required for the forecasting & scheduling of the wind energy generation. Scheduling and forecasting charges will be paid by SMC.

I/c. Executive Engineer (Ele),
Light & Energy Efficiency Cell,
Surat Municipal Corporation.

SECTION-VII

EVALUATION OF BIDS

Evaluation of both un-priced bids and priced bids shall be done separately.

Techno-commercial evaluation of the un-priced bids shall be carried out first. This will be done on the basis of Qualification Documents furnished by the bidder and completeness & conformity of the bids with respect to the ITB requirements viz: acceptability of terms and conditions of the tender document, Service completion time quoted by the bidder.

SMC reserves the right to get the generation calculation verified through an independent agency and the generation so calculated will be considered for price evaluation.

However, SMC reserves the right:

a) To ask for any additional information

b) To reject any or all bids without assigning any reason thereof.

Price bids of qualified and techno-commercially acceptable bidders only shall be opened.

I/c. Executive Engineer (Ele),
Light & Energy Efficiency Cell,
Surat Municipal Corporation.

SECTION-VIII | Bidder's Certificate/ Undertaking cum Affidavit
(to be furnished on Rs. 100.00 non-judicial Gujarat Stamp Paper)

- I/we hereby declare that I/We have persuaded in detail and examined closely the specifications/ general terms & conditions/ special terms & conditions/ important instructions/notes described in the tender documents. I/We hereby agree to be bound by and comply with all such specifications/terms, conditions etc.
- I/We also certify that I/We have visited the sites and inspected the locations of the proposed work and have collected all information including any modification work(s) required for execution of works at site before quoting my/our rates.
- I/We also confirm that my/our offer is strictly in line with the tender specifications, stipulations, terms and conditions etc. and understand that in the event of any deviations, technical or commercial, my/our price bid will not be opened.
- I/We also confirm that min. 95% machine availability will be achieved failing which pre-determined mutually agreed damages as imposed will be acceptable to me/ us.
- I/We have understand the tender specifications/ terms/ conditions/ all content of tender and particularly intent behind the SITC & maintenance of the wind power plant and bind my/ our self for same.
- If any items/ conditions/ specifications/ scope of work is mentioned differently at more than one place(s) by chance, most appropriate decided by the department will apply & binding to the contractor.
- I/ We understand that the tender spell out the detailed specifications and other terms & conditions for supply, installation, testing, commissioning including & performance expectation during the contractual period. Every attempt has been made to express, communicate, spell out & define all terms, conditions, specification of the works and site conditions etc. related to work; however, I/ We also understand that work has to be viewed in toto and therefore, any thing missed out has been considered as a part of the tender eventhough it is not specifically and exclusively mentioned in the tender by SMC. Tender has been quoted accordingly.
- I/ We have understood the intent of the tender besides content therein. I/ We assures that wind power plant shall deliver the claimed performance with the best safety & work shall be carried out in the best engineering manner & practices prevailing in the field and according to relevant national/ international standards, laws & regulaitons. Tender cost shall be full & final through out the contractual period.
- **Any minor/ major modification works required to achieve above will be done free of cost by me/ us. No claims will be made and no issue will be raised by me/ us in the aforesaid matter(s) at later date or at any stage.**

Seal & Signature of Bidder: -



SECTION-IX

Price Schedule & Conditions: -

Sr. No.	Particulars	Ref.	Total Amount without GST (Rs. per annum)
1.	3 nos. of Sulon make S97 2.1 MW capacity WTGs including Towers, Nacelles, Rotor Hubs, Generators, Gearboxes etc.)	(A)	
2.	Remaining power evacuation system, electrical lines, Sub-station (shared), WTG's transformers etc. (entire balance system other than sr. no. 1.)	(B)	
**	Total amount for 1 year (Rs.)	(C)=(A)+(B)	
**	Total amount for 10 years (Rs.)	(D)=(C)*10	

Note: -

- ⇒ Rates offered must be inclusive of all taxes/ duties, all other charges/ expenses applicable to operate & maintain wind power plant in appropriate working condition, excluding GST etc.
- ⇒ All statutory charges will be paid by SMC directly to the respective agencies/ organisations.
- ⇒ Insurance policies/ covers of the entire wind power plant (6.3 MW capacity) will be taken by SMC every year.
- ⇒ Please note that no price escalation will be given. Hence, bidder requested to quote their rates accordingly.

Seal & Signature of Bidder: -



SECTION-XI
FORMAT OF PROPOSAL



**FINANCIAL AND TECHNICAL
PARAMETERS OF THE ORGANISATION**
(To be furnished by the Bidder)

Name and Address of the bidder -----

Phones: E-mail Fax:

I. FINANCIAL

1. Latest Balance sheet filed with ROC (Attach audited copies of annual accounts of past 3 years). Indigenous Bidders to attach copy of accounts audited under section 44AB of Income Tax Act.
2. Net Worth
 - a) Current period
 - b) During the last financial year
 - c) During the year before last financial year
3. Net Sales (in respective currency)
 - a) Current period
 - b) During the last financial year
 - c) During the year before last financial year
4. Certificate of financial soundness from the bankers
5. Income Tax: To furnish copies of the following documents:

Permanent Account No.
Last Income Tax return copy

Signature of Bidder



BIDDER'S QUALIFICATION FORM

Sr. No.	Item	Particulars
A	TECHNICAL	
1	The bidder shall have experience of operation and maintenance of 4.2 MW capacity in one Wind Farm in immediately preceding seven years in India.	
2	The bidder must have experience of Suzlon make S97 model 2.1 MW capacity WTG in India.	
3	Company must be business of O & M wind power plants in India for min. 5 years.	
4	Must have sufficient and satisfactory experience of operation & maintenance of at least 4.2 MW capacity of WEGs in the state of Gujarat for 1 year.	
B	FINANCIAL	
6	The Average Annual Turnover of the bidder of the last three preceding financial years i.e. 2021-22, 2022-23 and 2023-24 shall not be less than Rs. 15.00 Crores.	
7	The net worth of the bidder shall be positive any one year during the last three preceding financial years financial years i.e. 2021-22, 2022-23 and 2023-24.	

..

Signature of the Bidder



PROFORMA OF BANK GUARANTEE TOWARDS EMD
(On non –judicial paper of appropriate value)

The Municipal Commissioner,
Surat Municipal Corporation,
Surat.

Ref:- Bank Guarantee towards EMD

Dear Sir,

Whereas M/s. (Name & Address) (hereinafter called "The Bidder") have bid for

And whereas the conditions of bid aforesaid provide, inter alia, that the bidder shall pay to SMC (Surat Municipal Corporation, Muglisara, Surat) (hereinafter referred to as "Beneficiary") a sum of Rs xx.,00,000.00 (Rupees -----Lacs only) as Earnest Money Deposit in the form and manner and subject to the terms therein mentioned. And whereas the bidder has agreed to provide a BG through a Schedule / Nationalised Bank (Cooperative Bank not accepted) for Rs. ----- towards performance guarantee / EMD.

Now in consideration or the promises, we (Bank) _____ having our office at (Address) _____ have agreed to and hereby give such guarantee as is hereinafter mentioned in your favour.

We (Bank Name) of (Address) (hereinafter called "The Bank") do hereby unconditionally, unequivocally and irrevocably undertake to pay the amount due and payable under this guarantee without any demur, contest or protest and without any reference to the Bidder (Name & Address) _____ merely on demand from the beneficiary (SMC) stating that the amount claimed is due from the said Bidder (Name)_____. SMC shall be the sole judge and its decision communicated to us in this regard shall be final and conclusively binding on us.

SMC 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 bid with the said bidder and to enforce or to forbear from enforcing any powers or right or by reason of time being given to the said bidder 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.

We (Bank's Name & Address)_____ undertake to pay to SMC any money so demanded forthwith notwithstanding any dispute(s) raised by in any suit or proceeding(s) pending before any court or tribunal relating thereto, any liability under this presents being absolute and unequivocal. The payment shall be made to SMC on receipt of invocation of this Bank Guarantee. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and that the Bidder (Name) shall have no claim whatsoever against us for making such payment.



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 bidder but shall in all respects and for all purposes be binding and operative until full payment is received by you as if this is a continuing guarantee to secure your ultimate dues in this premises.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association and undersigned has full power to do under the Power of Attorney dated granted to him by the Bank.

You will be at liberty to alter the terms and conditions of the said bid and/or to take any other security/guarantee/promissory notes from the bidder or others which will not affect/vitiate/discharge our this guarantee.

We _____(Name of Bank) further undertake that no change in the terms of the Bank Guarantee will be made during its currency except with the previous consent of SMC in writing.

This guarantee will bind our successors and assigns and will remain operative irrespective of any change in the constitution of our Bank and/or the bidder or the provision or contract between SMC and the Bidder.

Our liability under this guarantee is restricted to Rs.(Rs.....only) and this guarantee shall remain in force till (date) and unless a demand or claim to enforce the guarantee is filed with us in writing on or before (date) _____, we shall be relieved and discharged from all our liabilities hereunder.

For the purpose of enforcing legal right/remedies in respect of this guarantee, we agree with you that only ----- Courts in the State of Gujarat shall have exclusive jurisdiction.

NOT WITHSTANDING ANYTHING CONTAINED HERE IN:

1. Our liability under this bank guarantee is restricted to Rs. ----- (50% amount of ----- Deposit).
2. This bank guarantee is valid up to -----
3. Our liability to make payment shall arise and we are liable to pay the guarantee amount of any part thereof under this guarantee, only if served upon us a written claim a demand in terms of the guarantee on or before dated -----

Signed and delivery this _____ day of _____ 2024

Yours faithfully,
For and on behalf of Bank

Signature of a person duly authorised
to sign on behalf of the Bank.
With Seal



**PROFORMA OF BANK GUARANTEE TOWARDS
OPERATION & MAINTENANCE PERFORMANCE GUARANTEE
(On non-judicial stamp paper of appropriate value)**

To,
The Municipal Commissioner,
Surat Municipal Corporation,
Surat.

Ref:- Bank Guarantee towards Operation & Maintenance performance guarantee .

Whereas M/s. (Name & Address) (hereinafter called "The Bidder") have bid for

And whereas the conditions of bid aforesaid provide, inter alia, that the bidder shall pay to SMC (Address) (hereinafter referred to as "Beneficiary") a sum of Rs. _____ (Rupeesonly) as Operation & Maintenance Performance Guarantee in the form and manner and subject to the terms therein mentioned. And whereas the bidder has agreed to provide a BG through a Schedule Bank (Cooperative Bank not accepted) for Rs. _____ towards Operation & Maintenance performance guarantee .

Now in consideration or the promises, we (Bank) _____ having our office at (Address) _____ have agreed to and hereby give such guarantee as is hereinafter mentioned in your favour.

We (Bank Name) of (Address) (hereinafter called "The Bank") do hereby unconditionally, unequivocally and irrevocably undertake to pay the amount due and payable under this guarantee without any demur, contest or protest and without any reference to the Bidder (Name & Address) _____ merely on demand from the beneficiary (SMC) stating that the amount claimed is due from the said Bidder (Name)_____. SMC shall be the sole judge and its decision communicated to us in this regard shall be final and conclusively binding on us.

SMC 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 bid with the said bidder and to enforce or to forbear from enforcing any powers or right or by reason of time being given to the said bidder 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.

We (Bank's Name & Address)_____ undertake to pay to SMC any money so demanded forthwith notwithstanding any dispute(s) raised by in any suit or proceeding(s) pending before any court or tribunal relating thereto, any liability under this presents being absolute and unequivocal. The payment shall be made to SMC on receipt of invocation of this Bank Guarantee. The payment



so made by us under this guarantee shall be a valid discharge of our liability for payment there under and that the Bidder (Name) shall have no claim whatsoever against us for making such payment.

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 bidder but shall in all respects and for all purposes be binding and operative until full payment is received by you as if this is a continuing guarantee to secure your ultimate dues in this premises.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association and undersigned has full power to do under the Power of Attorney dated granted to him by the Bank.

You will be at liberty to alter the terms and conditions of the said bid and/or to take any other security/guarantee/promissory notes from the bidder or others which will not affect/vitiate/discharge our this guarantee.

We _____(Name of Bank) further undertake that no change in the terms of the Bank Guarantee will be made during its currency except with the previous consent of SMC in writing.

This guarantee will bind our successors and assigns and will remain operative irrespective of any change in the constitution of our Bank and/or the bidder or the provision or contract between SMC and the Bidder.

Our liability under this guarantee is restricted to Rs.(Rs.....only) and this guarantee shall remain in force till (date) and unless a demand or claim to enforce the guarantee is filed with us in writing on or before (date)_____, we shall be relieved and discharged from all our liabilities hereunder.

For the purpose of enforcing legal right/remedies in respect of this guarantee, we agree with you that only ----- Courts in the State of Gujarat shall have exclusive jurisdiction.

Signed and delivery this _____ day of _____ 2024

Yours faithfully,
For and on behalf of Bank

Signature of a person duly authorised
to sign on behalf of the Bank.
With Seal

