

# **ARULMIGU DHANDAYUTHAPANI SWAMY TEMPLE**

PALANI – 624601, DINDIGUL DISTRICT, TAMILNADU



## **TENDER DOCUMENT**

**Tender for the Operation & Comprehensive Maintenance of  
230 KW Wind Turbine Generator of Arulmigu  
Dhandayuthapani Swamy Temple, Palani for Five Years  
inclusive of all Men & Materials at S.F No : 039204340235,  
Gudimangalam**

**TENDER REFERENCE No. 899/2021/F1    Dated: 08.07.2022**

**ISSUED TO / DOWNLOADED BY**

**E.M.D AMOUNT        : Rs.15,000/-**

**TENDER DATE         : 11.08.2022**

**COST OF TENDER DOCUMENT : Rs 6,720/-**

**(COST : Rs 6,000 /- + TAX : Rs.720/-)**

## CONTENTS

Clause	Topic	Page No.
	Important Notice	3
1.	Preamble	4
2.	Scope of Work	4
3.	Qualification Criteria	7
4.	Language of the Tender	7
5.	Purchase of Tender Documents	7
6.	Clarification on the Tender Document	8
7.	Amendment of Tender Document	8
8.	Tender preparation and Submission Cost	8
9.	Authorization of the Tenderer	9
10.	Submission of Tender	9
11.	Earnest Money Deposit	9
12.	Validity	10
13.	Opening and Evaluation of The Tender	10
14.	Price Offer	10
15.	Evaluation of the price	11
16.	Award of Contract	11
17.	Security Deposit	11
18.	Agreement	12
19.	Period of Contract	12
20.	Responsibility of ADST	12
21.	Responsibility of Successful Tenderer	16
22.	Suspension of Services	17
23.	Termination	17
24.	Indemnity	19
25.	Force Majeure	20
26.	Confidentiality	22
27.	Change in Law	22
28.	Notices	23
29.	Dispute Resolution	23
30.	Assignment	24
31.	Miscellaneous	24
32.	Operation Manual	25
33.	Property	25
34.	Retrieved Materials	25
35.	Handing Over of Systems	25
36.	Payment Terms	26
37.	Interest	26
38.	Taxes	26
39.	Arbitration	26
40.	Jurisdiction of the Court	26
	<b>Annexure</b>	
I	(Covering Letter)	27
II	Details of the Tenderer	29
III	List of works handled in the last five years	30
IV	Experience in providing ropeway O&M works as per clause 3(b)	31
V	Declaration for not having blacklisted	32
VI	Declaration for not having tampered the tender document	33
VII	Price Bid	34
VIII	Checklist of Documents	36

## **IMPORTANT NOTICE**

This tender procedure is governed by the Tamilnadu Transparency in Tenders Act 1998 and The Tamilnadu Transparency in Tender Rules 2000 as amended from time to time. In case of any conflict between the terms and conditions in the tender document and the Tamilnadu Transparency in Tenders Act 1998 and The Tamilnadu Transparency in Tender Rules 2000, the Act and Rules shall prevail.

# TENDER DOCUMENT

## 1. PREAMBLE

The Joint Commissioner / Executive Officer invites sealed tender for the Operation & Comprehensive Maintenance of 230 KW Wind Turbine Generator of Arulmigu Dhandayuthapani Swamy Temple, Palani for Five Years inclusive of all Men & Materials at S.F No : 039204340235, Gudimangalam.

- ◆ The Tender notification has been published fixing the date of opening of tender on 11.08.2022.
- ◆ The Existing Wind Turbine Generator System will be handed over to the Successful tenderer as is where is condition.
- ◆ The tenderer should visit and examine the existing Wind Turbine Generator system and satisfy themselves before quoting the offer.

## 2. SCOPE OF WORK

The Successful tenderer shall perform 'Services', in accordance and compliance with the Standard Operating Procedures (SOPs) and Standard Maintenance Procedures (SMP's) for Operational and Scheduled maintenance as recommended by the OEM's to the Owner. In addition to this, the scope of work is detailed in the table below:-

### 2.1 Scope of Comprehensive O&M

Contract Scope				
S. No	Description of Services	Successful tenderer	ADST	Remarks
1.0. Operation of WTGs				
1.1	Provision of suitable Manpower (Round the clock)	✓		
2.0. Scheduled Maintenance Services for WTG's as per OEM protocol				
2.1	Provision of suitable Manpower	✓		-
2.2	Provision of required Spare Parts	✓		-
2.3	Provision of Gear Oil (once in 3 years)	✓		-
2.4	Provision of required Consumables	✓		-

<b>3.0. Scheduled Maintenance Services for Unit Substations (USS)</b>				
3.1	Provision of Suitable Manpower	✓		-
3.2	Provision of required Spare Parts	✓		-
3.3	Cost / Payment of required spare Parts / Consumables	✓		-
3.4	Provision of required Consumables	✓		-
<b>4.0. Unscheduled Maintenance for WTG's / USS</b>				
4.1	Provision of Suitable Manpower for trouble shooting	✓		-
4.2	Provision of required Spare Parts/ Consumables	✓		-
4.2 (a)	Cost / Payment of required spare Parts / Consumables	✓		-
4.3	Provision of labour for Unscheduled Maintenances	✓		-
4.3 (a)	Cost for additional Labour for Unscheduled Maintenances	✓		-
4.4	Supply of Main Components, if any	✓		-
4.4 (a)	Cost / Payment for the supply of Main Components	✓		-
4.5	Supplying suitable crane	✓		-
4.5 (a)	Cost/ Payment for the Supply of Suitable Crane	✓		-
<b>5.0 Unscheduled Maintenance due to Owner's risks events (on Force Majeure, etc)</b>				
5.1	Provision of Suitable Manpower for trouble shooting	✓		-
5.2	Supply of Spare Parts / Consumables	✓		Successful tenderer may supply on chargeable basis with prior purchase order from the Owner
5.2 (a)	Payment for Supply of Spare Parts / Consumables		✓	-
5.3	Provision of Manpower for Unscheduled Maintenances	✓		-
5.3 (a)	Payment for Suitable Manpower for Unscheduled Maintenances		✓	
5.3 (b)	Payment for Suitable Manpower for Major component replacement		✓	Successful tenderer may supply on chargeable basis
5.4	Supply of Main Components, if any		✓	Successful tenderer may supply on chargeable basis

5.4 (a)	Cost of Main Components		✓	-
5.5	Supplying suitable crane		✓	Successful tenderer may supply on chargeable basis
5.5 (a)	Cost for Suitable Crane		✓	-
<b>6.0. Warranty and Guarantee</b>				
6.1	Average Annual Availability Warranty	✓		
<b>7.0 Others</b>				
7.1	Providing daily generation report to Owner	✓		-
7.2	Provision of Service Reports on request by customer	✓		-
7.3	SCADA system	✓		
7.4	Assistance in Billing, invoicing & payment follow up with EB	✓		
7.5	Any Annual Charges/ Fee payable to Electricity Board		✓	-
7.6	Any Statutory /Inspection Charges/ incidentals (e.g.: CEIG)		✓	-
7.7	Roaming Security / Watchman Services	✓		As per Industrial standard
7.8	Any applicable Taxes & duties (e.g. Service Tax, Land tax etc.,)		✓	-
<b>8. Insurance &amp; Liaison</b>				
8.1	Risks of Machinery Breakdown Insurance	✓		-
8.2	Insurance for risks of Fire, Natural Peril & Earthquake etc.,		✓	-
8.3	Provision of applicable documents for Insurance claims if any	✓		-
8.4	Liaison with Govt. agencies, local administration, public etc.,	✓		Any incidental expenses incurred to be borne by the owner
8.5	Failure Analysis report	✓		-

### 3. QUALIFICATION CRITERIA

#### 3.1

Clause	Qualification Criteria	Supporting Document
3(a)	The tenderer should be a registered legal entity and engaged in the business of operating, managing, maintaining Renewable Energy Assets.	(i) In case of Private / Public Limited Companies, <ul style="list-style-type: none"><li>• Copy of Incorporation Certificate issued by the Registrar of Companies</li><li>• Memorandum and Articles of Association</li></ul> (ii) In case of Partnership Firm, <ul style="list-style-type: none"><li>• Registered Partnership deed</li></ul>
3(b)	The tenderer should have Operated & Maintained satisfactorily atleast One Wind Turbine Generator with a capacity of 200 KW and above in the past five years.	(i) Work completion certificate issued by the clients List of works undertaken in the past 5 years (as per Annexure-III) along with Work orders issued by the client
3(c)	The tenderer should have PAN number issued by Income Tax Department.	PAN allotment Certificate.
3(d)	The tenderer should be registered under GST Act.	Registration certificate as a firm under GST Act.
3(e)	The tenderer should not have been blacklisted for supply of any items or services to ADST or any other Government agency.	The declaration form as per Annexure

#### 3.2 Special Attention:

Bidders who are found to have made misleading or false information, have history of litigation with temple and whoever has acted adverse to the interests of institution by indulging in speculative adversarial proceeding and delay the O & M Contract in any manner shall not be qualified to participate in tender.

### 4. LANGUAGE OF THE TENDER

The Tender prepared by the Tenderer as well as all correspondences and documents relating to the Tender shall be in English language only. If the supporting documents are in a language other than English/Tamil, the notarized translated English version of the documents should also be enclosed. Tender received without such translation copy will be rejected.

### 5. PURCHASE OF TENDER DOCUMENTS

5(a) The tender document shall be obtained from the office of “The Joint Commissioner/Executive Officer, Arulmigu Dhandayuthapaniswamy Temple, Palani-624601, Dindigul District” on payment of Rs.6,720/- (inclusive of Taxes), in the form

of a Demand Draft or Banker's Cheque drawn on any Indian Nationalised/ Scheduled Commercial Bank in favour of "Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani-624601", payable at Palani.

- 5(b) The tender document will also be sent by post to prospective tenderer who makes request for documents on payment of Rs.6,720/- as mentioned above along with separate Demand Draft/ Bankers' Cheque of Rs.500/- towards postal charges. ADST is not responsible for any Postal delay or loss in transits.
- 5(c) The tender document can be purchased on all working days between 10.00 AM and 05.00 PM from 22.07.2022 to 10.08.2022.

## **6. CLARIFICATION ON THE TENDER DOCUMENT**

Any discrepancies, omissions, ambiguities or conflicts in the tender document or any doubts as to their meaning and any request for clarification must be sent in writing to "The Joint Commissioner/Executive Officer, Arulmigu Dhandayuthapaniswamy Temple, Palani-624601, Dindigul District". The Joint Commissioner / Executive Officer will review the same, and where information sought is not clearly indicated or specified in the tender documents, will issue a clarifying bulletin to all those who have purchased the tender documents. The Joint Commissioner/Executive Officer will neither make nor be responsible for any oral instructions. Request for clarification should be brought to the notice of The Joint Commissioner/Executive Officer, in writing, before 48 hours of the opening of the tender.

## **7. AMENDMENT OF TENDER DOCUMENT**

ADST whether on its own initiative or as a result of a query, suggestion or comment of an Applicant or a Respondent, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender. Any such addendum or corrigendum will be communicated to all the tenderers who had purchased the tender documents and the same will be binding on all Applicants or Respondents or Tenderers, as the case may be.

## **8. TENDER PREPARATION AND SUBMISSION COST**

- 8(a) Tenderer shall bear all costs associated with the preparation and submission of tender including visits, if need be, for personal inspection of the site and ADST will not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 8(b) Tenderer to have no claim on ADST on the outcome of the tendering process.
- 8(c) ADST reserves the right to accept, in its sole and unfettered discretion, any tender or reject any tender.
- 8(d) No claim for compensation etc. will be entertained by ADST for rejected tenders on any ground whatsoever.



## 9. AUTHORISATION OF THE TENDERER

The Tender should be signed on each page by the Tenderer or by the person who is duly authorized for the same by the Tenderer. A letter of authorization from the Board of Directors or Managing Director of Tenderer organization authorizing the Tender Submitting Authority should be enclosed. The Tender received without letter of authorization will be summarily rejected.

## 10. SUBMISSION OF TENDER

- 10(a) Every page of the tender document should be signed and enclosed with the tender in token of having accepted the tender conditions. Failing which the tender will be rejected summarily.
- 10(b) Tenderers should ensure submission of all documents as per the Check list given in Annexure VIII.
- 10(c) Tenders must be placed in a sealed cover superscripted as “Tender for the Operation & Comprehensive Maintenance of 230 KW Wind Turbine Generator at Arulmigu Dhandayuthapani Swamy Temple, Palani inclusive of all men & materials for Five Years” and addressed to “The Joint Commissioner/Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani- 624601, Dindigul District”, containing the name and address of the Tenderer. **Tenders submitted with unsealed cover would summarily be rejected.**
- 10(d) Tenders should be dropped only in the tender box kept at the office of “The Joint Commissioner/Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani- 624601, Dindigul District” upto 03.00 PM on 11.08.2022”. Tenders will not be received by hand.
- 10(e) Alternatively, the tenders can be submitted through registered post so as to reach the above address upto 03.00 PM on 11.08.2022. Tenders received after the specified time will be rejected and ADST will not be liable or responsible for any postal delays.
- 10(f) A tender once submitted shall not be permitted to be altered or amended.

## 11. EARNEST MONEY DEPOSIT

- 11(a) The Tender should be accompanied by an Earnest Money Deposit (EMD) to the value of Rs.15,000/- (Rupees Fifteen Thousand only) in the form of a Demand Draft or Banker's cheque drawn on any Indian Nationalised/Scheduled Commercial Bank in favour of “Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani-624601”, payable at Palani. The EMD in any other form will not be accepted. The Earnest Money Deposit will be returned to the unsuccessful tenderers.
- 11(b) EMD will be retained in the case of successful tenderer and it will not earn any interest and will be dealt with, as provided in the terms and conditions of the tender.
- 11(c) Any request of Tenderer, under any circumstances claiming exemption from payment of EMD will be rejected and their price offer will not be considered for approval.

- 11(d) The amount remitted towards EMD is liable to be forfeited in case the Tenderer fails to execute the contract after submission of the tender or after acceptance of the offer by ADST or fail to sign the Agreement or to remit the Security Deposit.

## **12. VALIDITY**

The rate quoted in the Tender should be valid for the acceptance by the ADST , for a minimum period of **90 days** from the date of opening of the Tender. The accepted rate is valid during entire contract period. Escalation in the rates will not be entertained under any circumstances.

## **13. OPENING AND EVALUATION OF THE TENDER**

- 13(a) The tenders received upto 03.00 PM as per the office clock on 11.08.2022 will be taken up for opening. Tenders received after specified date and time will not be accepted. The Tender will be opened by the Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani or by the Person/Committee authorized by him at 04.00 PM on the same day in the presence of the available Tenderers/ representatives of the Tenderers who choose to be present. The Tenderers or their authorized agents are allowed to be present at the time of opening of the tenders.
- 13(b) The Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani - 624601 or Person/Committee authorized by him will inform the attested and unattested corrections, before the Tenderers and sign all such corrections in the presence of the Tenderers. If any of the Tenderers or agents are not present then, in such cases the Person/Committee will open the tender of the absentee Tenderer and take out the unattested corrections and communicate it to them. The absentee Tenderer should accept the corrections without any question whatsoever.
- 13(c) If the date fixed for opening of the tender happens to be a Government holiday, the sealed tenders will be received up to 03.00 PM on the next working day and opened at 04.00 PM on the same day.
- 13(d) The Technical bid will be evaluated by the Committee of ADST in terms of the qualification Criteria. The Committee reserves the right to disqualify any of the tender in case the Committee is not satisfied with the documents furnished.

## **14. PRICE OFFER**

- 14(a) The price should be quoted in Indian Rupees.
- 14(b) The price offer should be prepared as per Annexure-VII.
- 14(c) The rate shall include Goods Service Tax.
- 14(d) The price should be neatly and legibly written both in figures and words. If the rates quoted in figures and in words differ, the lower of these two will be adopted.
- 14(e) Price bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.

## **15. EVALUATION OF THE PRICE**

The price bid will be evaluated in accordance to the Tamil Nadu Transparency in Tenders Act 1998 read with the Tamil Nadu Transparency in Tenders Rules 2000, as given below:

15(a) The evaluation shall include State Goods and Services Tax, Central Goods and Service Tax, Integrated Goods and Services Tax, and all central duties such as customs duty as a part of the price, as detailed below:

- (i) In the evaluation of the price of an imported item, the price has to be determined inclusive of the customs duty.
- (ii) In the evaluation of the price of the articles, which are subject to State Goods and Services Tax, Central Goods and Service Tax, Integrated Goods and Services Tax, the price has to be determined inclusive of such State Goods and Services Tax, Central Goods and Service Tax, Integrated Goods and Services Tax.
- (iii) The Tenderer whose quote is lowest for Operation and Comprehensive Maintenance of 230 KW Wind Turbine Generator will be adjudged as L1.
- (iv) In the event that two or more tenderers have made the same price bid and the splitting of the tender is not possible. The Tender Accepting Authority shall identify the lowest tenderer by adopting one of the following approaches as follows :
  - (a) By asking the two tenderers to provide their best and final offer of the financial bid in sealed cover and the tenderer offering the most advantageous financial bid shall be adjudged the Lowest Tenderer.
  - (b) In case a tie still persists after the procedure has been followed, the selected tenderer shall identified by draw of lots, which shall be conducted with prior notice, in the presence of tied tenderers or their representatives who choose to be present.

15(b) ADST will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the successful tenderer.

## **16. AWARD OF CONTRACT**

The Tenderer who has quoted lowest price (L1) will be invited for negotiations. Upon finalization of negotiated rate and approval from the competent authority, ADST will issue the Letter of Acceptance (LoA) to the successful tenderer.

## **17. SECURITY DEPOSIT**

17(a) On receipt of the Letter of Acceptance from the ADST , the successful tenderer should remit a Security Deposit (SD) of **2% of the total value of the contract**, by way of Cash/Demand Draft drawn on any scheduled commercial bank in favour of “Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani-624601”, payable at Palani” within 15 (fifteen) working days from the date of receipt of Letter of Acceptance.

- 17(b) Any other amount pending with ADST will not be adjusted under any circumstances, against the Security Deposit if so requested.
- 17(c) If the Security Deposit amount is not paid within the time specified, the EMD remitted by the Tenderer shall be forfeited, besides cancelling the communication of acceptance of the Tender.
- 17(d) Security Deposit amount remitted will not earn any interest.

## **18. AGREEMENT**

The successful tenderer should execute an agreement as may be drawn up to suit the conditions on a non-judicial stamp paper of value, as prescribed in law on the date of remittance of Security Deposit and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the EMD/SD amount remitted by the Tenderer will be forfeited besides cancelling the Tender.

## **19. PERIOD OF CONTRACT**

The contract period will be maximum of Five years from the date of agreement and the agreement may be Pre-closed with One Month prior notice before the contract period (or) shall be extended this agreement with same rate & conditions for another six months beyond this contract period of five years if required by the Joint Commissioner/Executive Officer, ADST, Palani.

## **20. RESPONSIBILITY OF ADST**

ADST represents, assures, promises as follows: -

- a) ADST solely has title and/or rights to the REA.
- b) ADST has legal and valid rights pertaining to access to the REA.
- c) ADST has not been served on with any notice by any Government Authority or Service Provider which could make it impossible or difficult for the Successful tenderer to provide Services.
- d) ADST and its representative have full authority and power to enter into this Agreement.
- e) ADST has in its possession all valid licenses, permissions, no objections, sanctions, etc required for proper and smooth functioning of the REA and Renewable Energy Project.

**20.1 Approvals, Licenses and Compliance with law:** ADST hereby represents and warrants that all the licenses/ approvals as required for setting up and operating the Renewable Energy Project have been obtained by ADST and are valid and in force as on the date of execution of this Agreement. ADST shall ensure that the requisite approvals and licenses are valid and

will be maintained in full force and effect during the term of this Agreement. ADST shall be responsible for the payments of all statutory dues including but not limited to those levied by the government / semi-government/local authorities / gram panchayat/ SEB / TRANSCOM / DISCOM in respect of its Renewable Energy Project, including without limitation, the annual Nodal Agency (NA) charges, electrical inspection fees, RKVAH charges, charges or fee imposed by a gram panchayat or such other charges / fees / costs etc. as may be applicable and payable from time to time or as may be imposed during the term of this Agreement. In case ADST fails to make the aforementioned payments by the due dates, then any consequences attributable thereto, shall be to the sole and exclusive account of ADST and the Successful tenderer shall not be responsible in any manner, whatsoever. ADST shall observe and comply with all the applicable laws, statutory provisions or norms laid down by any Government Authority, local or Municipal authorities, State Energy Development Agency, SEB, TRANSCOM, DISCOM as per the power purchase agreement and all other binding regulations in force, in performing the Services under this Agreement.

**20.2 Authorization to Successful tenderer:** ADST has empowered, authorized and appointed the successful tenderer to appoint any third party contractors, sub-contractors, agencies and/or to negotiate the terms and condition with such third party contractors appointed by the Successful tenderer or Owner including but not limited to contractors providing security services and to sign the agreement with such contractors, etc on behalf of the Owner. ADST undertakes and declares that it shall sign all papers/documents, and shall provide necessary authorization to the Successful tenderer to render the Services under this Agreement without any undue delay. In addition to such other authorizations as may be required under this Agreement, the Successful tenderer shall be given written authority, in a format as provided in **Annexure – A** hereunder. In any circumstances where the Successful tenderer requests approval or consent of ADST to any action (or inaction), ADST shall consider and respond to such request forthwith and, if possible, within the response time requested by the Successful tenderer, and the Owner's approval or consent shall not be unreasonably denied, withheld or delayed.

**20.3 Costs and Expenses:** ADST shall bear and directly pay all costs towards visits of its representatives, agents or any other person(s) visiting on its behalf to the Renewable Energy Project, including traveling costs, vehicle hire charges, lodging and boarding and all other incidental expenses.

**20.4 Liability of the Representatives of Owner:** ADST shall be solely responsible and liable for the safety and acts of its representatives, agents or any other person(s) visiting on its behalf to the Renewable Energy Project and shall be solely liable for the losses and/or damages caused by such representatives, agents or any other person(s) visiting on its behalf to the Renewable Energy Project to the Successful tenderer and/or any other person. ADST shall make good all the losses and damages caused to or incurred by the Successful tenderer or any other person or to such representatives, agents or any other person(s) visiting on its behalf to the Renewable Energy Project due to acts of such representatives, agents or any other person(s) visiting on its behalf to the Renewable Energy Project.

**20.5 Access to Renewable Energy Project:** ADST shall provide 24 hrs x 365 days' access to the Successful tenderer, its employees, sub-contractors, authorized agents and representatives, the security service providers and such other persons duly appointed by the Successful tenderer under this Agreement, to the Renewable Energy Project and REA without any hindrance to perform the Services under this Agreement. Owner shall be solely and directly responsible for any lack of safe access to the Successful tenderer or its subcontractors caused by any third party (including, without limitation, landowners of property comprising the Renewable Energy Project, landowners and any contractors for areas beyond AUM). ADST shall procure the rights to use, maintain, build / construct all access roads which lead to or are within the Renewable Energy Project and which would enable the Successful tenderer and such other persons appointed by the Successful tenderer to easily access the Renewable Energy Project and/or REA and which shall be capable of safe vehicular and crane movement in all seasons throughout the year, as necessary for the Successful tenderer to perform the Services as per this Agreement. ADST shall ensure that such rights are valid throughout the Term of this Agreement and ADST shall ensure that at all times such access roads are maintained in good condition. In the event any objection, whatsoever in nature, is raised by any person or hindrance is created by any person regarding the usage of any access road then ADST shall be solely liable to deal with such objection and remove such objection and/or hindrance. Furthermore, if any loss or damages is caused to the Successful tenderer or persons appointed by the Successful tenderer owing to such objection and/or hindrance then ADST shall make good such loss and/or damage forthwith.

**20.6 Support Services & Co-operation:** ADST shall provide all the necessary booklets, brochures, instructions, SOP's, SMP's, as provided and recommended by the OEM in relation to each REA and ADST shall provide all the necessary documents including but not limited to Purchase Agreements, Right of Way Agreements, etc(including amendments and updates) necessary for Successful tenderer to perform the Services and ADST shall render all the necessary support and co-operation to the Successful tenderer for rendering the Services under this Agreement. ADST shall be solely responsible for inability of the Successful tenderer to provide services due to failure or delay on the part of ADST to provide such support / co-operation and the Successful tenderer shall not be liable, whatsoever in manner, for not providing services for reason of not providing such support / co-operation to the Successful tenderer. ADST hereby undertakes and declares that it shall handover copies of documents within 10 days to the Successful tenderer from the date of demand. Failure of ADST to provide such documents within the said stipulated period would absolve the Successful tenderer from performing its obligations under this Agreement.

**20.7 Revision/modification to the Renewable Energy Project:** ADST also accepts and acknowledges that any revision/modification to the Renewable Energy Project / REA or the equipment thereon, due to order of authorities / utilities/ distribution licensee/ change in law / change in policy, the same will be done / modified solely at Owner's cost and expense.

**20.8 Services of sub-contractors:** ADST acknowledges that the Successful tenderer may utilize sub-contractors in performing the Services, provided that the use of such sub-contractors by the Successful tenderer shall not, in any respect, relieve the Successful tenderer of the obligations and warranties of the Successful tenderer under this Agreement.

**20.9 Areas beyond the AUM:** Owner acknowledges and agrees the Successful tenderer shall have no responsibility for the maintenance of the areas beyond the AUM. Additionally, ADST shall maintain the areas beyond the AUM including but not limited to machines, facilities, equipments, etc in such a manner as is necessary for the Successful tenderer to perform the Services as per this Agreement.

**20.10 Insurance:** ADST shall obtain insurance policy/ies for the AUM, at its own expense, covering risk under fire and special perils, consequential loss arising due to lightning, burglary, terrorism, internal unrest or aggression, acts of rebel, earth quake, strike, and public indemnity and such other risks as may be required from time to time. The insurance policies

obtained by owner shall be in force on and from the effective date. ADST shall ensure that the insurance policies are valid and in force during the term. ADST shall be solely liable for any loss incurred/suffered by it, due to its failure to obtain/renew the insurance policy/ies, or due to any shortfall or insufficiency or short settlement in the insurance cover. Notwithstanding anything contained herein, in the event of occurrence of any such act, which is covered under the said policy ADST shall forthwith invoke the Insurance policy and make good the loss / damage caused and not hold the Successful tenderer liable or responsible or shall not raise any claim against the Successful tenderer.

## **21. RESPONSIBILITIES OF SUCCESSFUL TENDERER**

The Successful tenderer shall operate, manage and maintain the AUM on the terms and conditions contained herein.

**21.1 Insurance Policies:** The Successful tenderer will obtain insurance policy/ies for the AUM, at its own expense, covering risk under major machinery breakdown and for Successful tenderer's manpower and the sub-contractors engaged by the Successful tenderer and such other risks as may be required from time to time. Subject to the terms contained herein, the Successful tenderer shall ensure that the insurance policies are valid and in force upto the expiry of the Term. The Successful tenderer shall be entitled to receive 100% payment made by the insurance companies towards any and all claims made by the Successful tenderer to the insurance companies under the aforementioned insurance policies.

**21.2 Permission to Inspect:** Subject to clause No. 11.4 the Successful tenderer shall, with prior intimation, allow persons duly authorized by ADST to inspect the Renewable Energy Project/REA.

**21.3 Appointment of Security Service Provider:** After receiving authority from the Owner, the Successful tenderer shall identify and appoint a security service provider/ watch and ward for providing the security services for the Renewable Energy Project.

**21.4 Liaison with Authorities for O&M Services:** The Successful tenderer shall not be responsible and/or liable for performing any Liaisoning activity. However, upon the request of ADST and upon receipt of authorization from ADST the Successful tenderer may, follow-up with SEB/ other authority for taking reading of energy generated and supplied to the SEB grid, on a best endeavor basis. The Successful tenderer will co-ordinate with the SEB and relevant local authorities, on a best effort basis, for restoration of External Grid and Grid Substation in case of failure and such other matters. It is hereby expressly agreed and



acknowledged between the Parties that the Successful tenderer shall not held liable for any breach of Warranties as set-forth herein due to any delay by ADST in making any payments required to be made pursuant to the operation of Renewable Energy Project by ADST nor by any perceived defaults that may be committed by the Operation of its obligations as contained herein.

**21.5 Reports:** The Successful tenderer shall regularly (daily, weekly, monthly, yearly) provide the Owner, generation reports in relation to the AUM, as per mutually agreed formats.

**21.6 Spare Parts/Materials Replacement:** For the purpose of maintenance of the AUM the Successful tenderer shall have right and authority to use serviced, refurbished, repaired spare parts / materials. The cost of replacement of any defective spare parts/ other materials shall be solely borne and paid by the Successful tenderer.

**21.7 Personnel:** The Successful tenderer shall provide and make available as necessary, all such labour and other competent personnel as are required to perform the Services under this Agreement.

## **22. SUSPENSION OF SERVICES:**

22.1 Notwithstanding anything contained herein the Successful tenderer hereby reserves the right to suspend the performance of the O&M Services under this Agreement if ADST breaches/fails to perform its obligations under this Agreement for the respective Services.

22.2 In addition to the aforesaid the Successful tenderer shall be entitled to suspend services in the following events: -

- a) Non-payment of service charges or dues payable by ADST to Successful tenderer.
- b) In the event access to the Renewable Energy Project or REA being stopped, due to any reason whatsoever, then till such access is resumed by the Owner.
- c) In the event of happening of any Force majeure event.

## **23. TERMINATION**

23.1 Subject to the rights of the Successful tenderer stated herein either Party reserve the right to terminate this Agreement upon the occurrence of Event of Default (hereinafter defined) in accordance with the procedure provided below.

- a) Upon the occurrence of an Event of Default, the non-defaulting Party (“**Non-Defaulting Party**”) shall have the right to terminate this Agreement only after serving a notice (“**Default Notice**”) to the defaulting Party (“**Defaulting Party**”), which shall specify the details of the Event of Default and calling upon the Defaulting Party to cure the Event of Default within a period of 30 (thirty) days of receipt of the Default Notice.
- b) Upon the receipt of the Default Notice, the Defaulting Party shall have the opportunity to cure the default mentioned in the Default Notice before the expiry of the 30 (thirty) day period set out in the Default Notice. Upon cure of the default, to the satisfaction of the Non-Defaulting Party, the Defaulting Party shall duly notify the same to the Non-Defaulting Party and thereafter the Default Notice shall be deemed to have been revoked by the Non-Defaulting Party. During the pendency of the Default Notice, the Parties shall continue to perform their obligations under this Agreement.
- c) If the Defaulting Party fails to cure the default, within the period set out herein above, the Non Defaulting Party shall have the option to terminate this Agreement at the end of the 30 (thirty) days period. This right shall be available to the Non Defaulting Party in addition to any other right it may have against the Defaulting Party for the Event of Default which has been committed.
- d) Subject to the terms and conditions contained in this Agreement, if the Defaulting Party is unable to cure the default mentioned in the Default Notice for reasons beyond its control, including due to any Force Majeure conditions, the Defaulting Party shall duly notify the same in writing to the Non-Defaulting Party. Subject to the terms and conditions contained in this Agreement, upon receipt of any such notice from the Defaulting Party, both the Parties shall mutually discuss and agree upon the next course of action in the performance of this Agreement.

## **23.2 Consequence of Termination**

On termination of this Agreement in accordance to the terms and conditions herein provided:

- a) Successful tenderer shall forthwith cease to perform the O&M Services, irrespective of whether or not the cause for termination pertains to the Services.

- b) ADST shall be liable to forthwith pay to the Successful tenderer all amounts that are payable in accordance with this Agreement upto the date of termination of this Agreement. In the event of failure to pay the said amounts within a period of 10 days ADST shall be under an obligation to pay interest @ 12% p.a. on such amounts.
- c) The Successful tenderer shall be entitled to remove all its equipment and facilities from the Renewable Energy Project without any hindrance or claim from the Owner. In the event ADST obstructs or creates any hindrance for removal of such equipments and facilities then ADST shall be liable to pay damages and compensation to the Successful tenderer as claimed by the Successful tenderer.
- d) The Parties' right under this Agreement shall be in addition to and not in derogation of any rights, powers, privileges or remedies provided by law. Each Party shall be entitled to exercise concurrently any of the remedies available whether under this Agreement or provided by Applicable Law. The termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the date of termination of this Agreement.

## **24. INDEMNITY**

24.1 Each Party (the “**Indemnifying Party**”) shall indemnify and hold harmless the other Party (“**Indemnified Party**”) from and against any and all Losses actually paid by the Indemnified Party where such Losses arise from:

- a) failure by the Indemnifying Party to pay any taxes;
- b) any non-compliance or violation of Applicable Law by the Indemnifying Party;
- c) breach by the Indemnifying Party of its obligations contained in this Agreement;
- d) breach of representations and warranties contained in this Agreement;
- e) the reason arising due to any litigation, suit, proceedings, or any other nature of case by any third party regarding title or/and possession of the land on which the Services are rendered and such Loss is attributable to the gross negligence, willful act or omissions or willful misconduct of the Indemnifying Party;
- f) loss or damage to property of the Indemnified Party or death or injury to any person caused by, arising out of or in connection with the performance of this Agreement.

- g) Loss or damage caused or expenses incurred to/by the Indemnified party due to any liability or loss arising out of any act done by such Indemnified party on the request of Indemnifying Party or for the benefit of Indemnifying Party or ensuring smooth functioning of the REA's or supply or repair of any part.
- h) Loss or damage caused to the Indemnified Party due to any protest, claim, demand and/or obstruction, whatsoever in nature, done, made and/or lodged by OEM and/or Service Provider.

24.2 The indemnities in this Agreement are:

- a) continuing, separate and independent obligations of the Parties from their other obligations and survive the termination of this Agreement; and
- b) shall not be limited or reduced by any insurance, except to the extent that the proceeds of any such insurance are capable of being applied to reduce the claim for Losses made against the affected Party. It is clarified that no Party shall be entitled to be paid twice over for the same claim.

24.3 Except in the case of fraud, willful misconduct, gross negligence and willful default or where otherwise specified in this Agreement, neither Party (including its affiliates) shall be liable to the other Party under this Agreement in contract, strict liability, tort (including negligence) or otherwise, for or in respect of any special, exemplary, punitive, incidental, consequential loss or damage, any deferment or loss of income or profits or business opportunity, any loss of goodwill and any claim, demand or action made or brought against the other Party by a third party, as a result of any legitimate act or omission in the course of or in connection with the performance of the obligations under this Agreement.

## **25. FORCE MAJEURE**

25.1 In this Agreement, “**Force Majeure**” means an exceptional event or circumstance:

- a) which is beyond a Party's control;
- b) which is substantially not attributable to the Party.
- c) Which is due to any act of Government Authority, Statutory Authority, Court of Law, legal proceedings.

25.2 Force Majeure may include, but is not limited to exceptional events or circumstances of the kinds listed below, so long as conditions stated in Clause 16.1 (a) to (c) above have been satisfied:

- a) War, hostilities (whether war be declared or not), invasion, act of foreign enemies;

- b) Rebellion, terrorism, sabotage by persons other than the Successful tenderer's personnel, revolution, insurrection, military or usurped power, or civil war;
- c) Act of public enemies, riot, civil commotion, local unrest or public outrage, wrongful restraint, sabotage, burglary, theft/s in excess, disorder, strike or lockout by persons other than by the Successful tenderer's personnel;
- d) Munitions of war, explosive material, ionizing, radiation or contamination by radio activity, except as may be attributable to Successful tenderer's use of such radiation or radio-activity
- e) Natural catastrophes such as lightning, earthquake, hurricane, typhoon, tsunami or volcanic activity; and
- f) Change in Applicable Law, regulations, Government policies.
- g) Design, structural and/or manufacturing defect.
- h) Natural phenomenon which is beyond the control of any party

25.3 The Parties shall keep the other Party informed upon request by the other Party, of: -

- (i) the likely duration of the Force Majeure event;
- (ii) the action proposed to be taken by the Party in complying with its obligations under the provisions of this Agreement;
- (iii) the cessation of the Force Majeure event or the successful mitigation or minimization of the effects of the Force Majeure event; and
- (iv) any other matter that other Party may reasonably request in connection with the Force Majeure event.

25.4 Performance of any obligations affected by Force Majeure event must be resumed as soon as reasonably possible after such Force Majeure event ceases to exist.

25.5 Notwithstanding anything contained in clause 14 (Termination) if the Force Majeure conditions subsist for a continuous period of 6 (Six) months, then either Party shall have the right to terminate this Agreement by giving a notice for the same, and the termination shall become effective immediately. Upon the termination of this Agreement, clause No. 14.2 (Termination for Convenience) and clause No. 14.3 (Consequences of Termination) shall be complied with by the Parties.

25.6 If any activity/work is required to be carried out during the subsistence of the Force Majeure conditions, then the Successful tenderer shall do so upon mutually agreed terms.

## **26. CONFIDENTIALITY**

- 26.1 The Parties shall at all times strictly keep the discussions and negotiations, process adopted for it and contents of this Agreement confidential and ADST shall under no circumstances share this Agreement or contents hereof or any part of discussions or negotiations, trade secrets, business activities, business strategies, technology, transactions, processes (whether conveyed in written, oral or in any other form) or any information whatsoever concerning or relating to (a) any dispute or claim arising out of or in connection with this Agreement; or (b) the resolution of such claim or dispute[“**Confidential Information**”]with any third party who are not its employees, legal advisers, auditors and other consultants, except as and to the extent required by Applicable Law or if such information is already in public domain.
- 26.2 In the event of a disclosure is required by Applicable Law, upon reasonable request by the non-disclosing Party, the disclosing Party shall use all reasonable efforts and co-operate with other Party’s efforts to obtain confidential treatment of material so disclosed.
- 26.3 Each Party shall utilize the same degree of care to preserve and protect the other Party’s Confidential Information from disclosure that they use to protect their own Confidential Information, which will not be less than reasonable care.
- 26.4 Confidential Information disclosed shall be and remain the property of the disclosing Party. The obligations of the Parties to protect Confidential Information shall survive termination of this Agreement for a period of one year.

## **27. CHANGE IN LAW**

- 27.1 If, after the Execution Date, there is a change in law that affects the performance of Successful tenderer's obligations under this Agreement, Successful tenderer as and when aware shall notify Owner, after the Successful tenderer gets knowledge about the same, of that change in law and its effects, including on the Service Charges (“**Change Notice**”).
- 27.2 The Parties agree that if due to any change in law, the provision of this Agreement become ineffective of enforcement then the Parties shall mutually discuss and agree on such provisions. For the purpose of this Clause, a “**Change in Law**” event shall mean the occurrence of any of the following after the Execution Date:
- (i) Enactment of any new law that is applicable to the States where Renewable Energy Project is located;

- (ii) Repeal, modification or re-enactment of any existing Applicable Law that is applicable to the States where the Renewable Energy Project are located;
- (iii) Commencement of any law, as applicable to the States where the Renewable Energy Project are to be constructed, which has not entered into effect until the Execution Date;
- (iv) A change in the interpretation or application of any Indian law, applicable to the States where the Renewable Energy Project are located, by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record on the Execution Date.

## **28. NOTICES**

- 28.1 Any notice or other communication to be given by one Party to the other under, or in connection with the matters contemplated by, this Agreement shall be in writing and shall be given by letter delivered by hand or registered post or electronic media to the address or fax number or email given and marked for the attention of the person as set out in the body of this Agreement and marked for such other attention as either Party may from time to time designate by notice to the other:
- 28.2 Any Change in address shall be duly notified and registered as an addendum to this Agreement.
- 28.3 Service of any notice shall be considered as valid only upon valid proof of receipt of notice by the party to whom it is addressed.

## **29. DISPUTE RESOLUTION**

- 29.1 The Parties hereto shall attempt to resolve all differences and disputes first through mutual discussions and negotiations, in keeping with the spirit of this Agreement.
- 29.2 In the event that the Parties hereto are unable to settle the dispute or difference or fail to negotiate their differences whether relating to the interpretation, meaning, validity, existence or breach of this Agreement or any clause herein, within a period of 30 (thirty) days from the date of the commencement of the discussion/negotiations, then the aggrieved Party shall by giving a notice to the other Party, be entitled to invoke the arbitration provisions of this Agreement. The reference shall be made to a sole arbitrator, appointed jointly by the Parties. The arbitration shall be conducted according to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof.

- 29.3 The notice should accurately set out the disputes between the Parties, the intention of the aggrieved Party to refer such disputes to arbitration as provided herein and the name of the person it seeks to appoint as the sole arbitrator. All notices by one Party to the other in connection with the arbitration shall be in writing and shall be made as provided in this Agreement.
- 29.4 If the Parties fails to appoint an arbitrator within 30 (thirty) days from the receipt of the request to do so from the other Party, then the aggrieved Party shall be free to approach the Court in Tamilnadu for appointment of the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the decision of such court shall be final and binding on the Parties.
- 29.5 The Arbitration shall be held at Chennai in the English language and the award of the arbitrator shall be final and binding on the Parties hereto.

### **30. ASSIGNMENT**

The Parties agree and acknowledge that Successful tenderer shall have unfettered right to assign, outsource or subcontract this Agreement in whole or any part or portion thereof to affiliates, group companies or any third party provided the affiliate, group companies of the Successful tenderer does not change/alter/modify any of the Owner's rights under this Agreement, including in particular the right to receive the Service. Successful tenderer request to intimate whenever any subcontracting work carried in the site.

### **31. MISCELLANEOUS**

31.1 This Agreement including any schedules and annexure attached here to, constitute the entire understanding of the parties relating to the subject matter here of and supersedes all past correspondence/letters exchanged/ agreements executed between the parties hereto except the TAR and TO Document, which shall be part and parcel of this Agreement.

31.2 Except as otherwise provided herein, this Agreement may not be varied except by an agreement in writing signed by the Parties.

31.3 The Parties agree that in performing their respective responsibilities pursuant to this Agreement, they are independent contractors and their personnel are not agents or employees of the other for tax purposes or any other purposes whatsoever, and are not entitled to each other's employees' benefits. Each Party assumes full responsibility for the acts and omissions of its employees and agents and neither Party has the authority to make commitments, enter into contracts on behalf of, bind or otherwise obligate the other in any manner whatsoever. Each Party is solely responsible for the compensation of its personnel and payment of



workmen's compensation, disability and other similar benefits, unemployment and other similar insurance and for the withholding of other taxes and social security. Nothing herein may be construed to create an agency, joint venture, partnership or other relationship between the parties other than independent contractors.

31.4 If any provision of this Agreement is declared inoperative, void or illegal by a court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect unless this Agreement is thereby rendered impossible to perform.

31.5 If either Party at any time fails to necessitate strict compliance with any term or condition hereunder, such failure will not constitute a waiver of such term or condition or of any subsequent breach of that term or condition or a waiver of any other term or condition. For the avoidance of doubt, each Party's rights under this agreement may be used as often as each considers appropriate, are cumulative and apply in addition to any law. Each Party loses its rights only if it specifically waives them in writing.

31.6 All the terms and conditions which by its very nature, survive termination/expiry of this Agreement, shall survive such termination/expiry.

31.7 This Agreement may be executed in 2 (two) counterparts each which shall be deemed an original and all of which shall be deemed one and the same Agreement. The Agreement executed on the stamp paper shall be kept with the Successful tenderer and the other copy shall be kept with the Owner.

31.8 The Successful tenderer shall hand over the REA in running condition after the completion of the term of the Agreement.

### **32. PROPERTY**

All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of ADST due to the default of the successful tenderer.

### **33. RETRIEVED MATERIALS**

The retrieved materials/worn out spares shall be listed out then & there and shall be removed from the site by the successful tenderer after getting approval from JC/EO.

### **34. HANDING OVER OF SYSTEMS**

The Wind Turbine Generator System as a whole shall be handed over to the JC/EO in good working condition to the satisfaction of JC/EO.

### **35. PAYMENT TERMS**

35(a) Payment will be made on monthly pro-rata basis on the contracted rate for Five years.

35(b) All payments shall be made in Indian currency.

### **36. INTEREST**

ADST shall not be liable to pay any interest to successful tenderer on his deposits with ADST or any deferred payments.

### **37. TAXES**

(i) The Govt. taxes and other levies, if any shall be borne by the Tenderer.

#### **(ii) Income Tax**

Income Tax, if applicable, will be deducted at source, while releasing the payment against R.A-Bill/Total Bill.

### **38. ARBITRATION**

The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. A mutually agreed single Arbitrator shall be appointed. The language of the Proceedings shall be in English. The governing law shall be the laws in the State of Tamilnadu and of India, as applicable. The venue of the arbitration shall be at Palani.

### **39. JURISDICTION OF THE COURT**

Any dispute arising out of non-fulfillment of any of the terms and conditions of this Tender/Agreement or Civil or Criminal matter or any other dispute arising out of the arbitration award, will be subject to the jurisdiction of the relevant court at Palani, Dindigul and Madras High Court branch at **Madurai** only.

We agree to the above terms and conditions.

**SIGNATURE OF THE TENDERER**

**DATE :**

**NAME IN BLOCK LETTERS:**

**DESIGNATION:**

**ADDRESS:**

## ANNEXURE I

Date:\_\_\_\_\_

From,

Name:  
Address:  
Ph:  
Fax:  
E-mail:

To,

The Joint Commissioner/Executive Officer,  
Arulmigu Dhandayuthapani Swamy Temple,  
Palani- 624601,  
Dindigul District.

Sir,

**Sub:** Tender for the Operation & Comprehensive Maintenance of 230 KW Wind Turbine Generator of Arulmigu Dhandayuthapani Swamy Temple, Palani for Five Years inclusive of all Men & Materials at S.F No : 039204340235, Gudimangalam – Submission – Reg .

Ref: Your Tender Notice Dt. 08.07.2022

With reference to your tender notice, we submit herewith our sealed tender containing the specification and commercial terms for the Operation & Comprehensive Maintenance of 230 KW Wind Turbine Generator of Arulmigu Dhandayuthapani Swamy Temple, Palani for Five Years inclusive of all Men & Materials at S.F No : 039204340235, Gudimangalam as per ADST specifications.

We enclose the following documents:

- 1) Tender conditions duly signed in each page
- 2) Demand Draft or Banker's Cheque for Rs.15,000/- (Rupees Fifteen Thousand only) towards EMD (DD/ Banker's Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank in favour of "Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani-624601", payable at Palani).
- 3) Letter of Authorization for authorized signatory from the tenderer organisation.
- 4) Details of the tenderer (as per Annexure-II).
- 5) List of works handled in the last five years (as per Annexure-III).
- 6) Experience in providing ropeway O&M works as per clause 3(b) (as per Annexure-IV).

- 7) Declaration for not having black listed either by ADST or by any other Govt. agencies (as per Annexure-V).
- 8) Declaration for not having tampered the Tender documents downloaded from Internet (Annexure-VI).
- 9) The copy of certificate of incorporation/registration.
- 10) Copy of Memorandum and Articles of Association.
- 11) Copy of Registered Partnership deed, in case of Partnership Firm.
- 12) Copy of PAN allotment Certificate issued by Income Tax Department.
- 13) Copy of Registration certificate as a firm under GST Act.
- 14) Latest I.T Return Statement.
- 15) Latest Assessment orders under GST Act.
- 16) Price Bid as per Annexure-VII of the tender document
- 17) Notarized translated English version of the documents in a language other than English/Tamil, if any.

Yours faithfully,

Signature of the tenderer with seal

**Encl: As stated above**

## ANNEXURE II

### DETAILS OF THE TENDERER

1. Name of the Tenderer	
2. Registered Office Address	<p>Telephone Number:</p> <p>Fax :</p> <p>Email :</p> <p>Website, if any</p>
3. Contact Person	<p>Name:</p> <p>Designation:</p> <p>Phone:</p> <p>Mobile:</p> <p>Email:</p>
4. Legal Status	Partnership/Pvt. Limited/Public Limited/LLP others(Pl. mention)
5. Date of Incorporation	
6. Brief profile of the tenderer along with organizational chart (Please enclose as a separate sheet)	
7. Addresses of Offices along with phone number, fax and email (Please enclose a separate sheet incase more than one office)	(i)
8. Number of staffs on regular payroll	<p>Technical:</p> <p>Administration:</p>
9. Registration Number as a firm under GST Act	
10. PAN Number	

### ANNEXURE III

#### **LIST OF WORKS HANDLED IN THE LAST FIVE YEARS**

(Please provide the details for each project along with work order from the client)

Name of the work	
Description of the Project	
Name & address of the client	
Contact Person & Phone number	
Commencement date	
Completion date	

# ANNEXURE IV

## EXPERIENCE IN PROVIDING WIND TURBINE GENERATOR O&M WORKS as per Clause 3(b)

(Please provide the details for each project along with work order/ completion certificate from the client)

Sl.No	Name and Place of Work	Capacity of ropeway	Name & address of the client	Name and designation of Contact Person along with Phone number	Period of contract		Contract Value (Rs. in lakhs)	Work Order enclosed (Yes/No)	Work completion certificate enclosed (Yes/No)
					From	To			
1.									
2.									

**ANNEXURE V**

**CERTIFICATE**

Date: \_\_\_\_\_

Certified that M/s...../ the firm /company or its partners / share holders had not been blacklisted by Arulmigu Dhandayuthapani Swamy Temple, Palani (ADST ) or by any Government Agencies.

**SIGNATURE OF THE TENDERER**  
**(with seal and address)**



**DECLARATION FORM**

Date: \_\_\_\_\_

a) I/We ..... having our office at ..... do declare that I/We have carefully read all the conditions of tender sent to me/us by the Arulmigu Dhandayuthapani Swamy Temple (ADST ) for the tenders floated vide tender ref.no.\_\_\_\_\_ for the Operation & Maintenance of Passenger Ropeway System at Arulmigu Dhandayuthapani Swamy Temple, Palani inclusive of all Men & Materials for Five years and complete the entire contract within time schedule fixed and as per the all tender conditions.

b) I/We have downloaded the tender document from the internet site [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) and [www.palanimurugan.hrce.tn.gov.in](http://www.palanimurugan.hrce.tn.gov.in) and [www.hrce.tn.gov.in](http://www.hrce.tn.gov.in) and I /We have not tampered / modified the tender document in any manner. In case, if the same is found to be tampered / modified, I/ We understand that my/our tender will be summarily rejected and full Earnest Money Deposit will be forfeited and I /We am/are liable to be banned from doing business with ADST or prosecuted.

**SIGNATURE OF THE TENDERER**  
**(with seal and address)**

## ANNEXURE VII

## PRICE BID

**Name of the Work :** Operation & Comprehensive Maintenance of 230 KW Wind Turbine Generator of Arulmigu Dhandayuthapani Swamy Temple,  
Palani for Five Years inclusive of all Men & Materials at S.F No : 039204340235, Gudimangalam

S. No	Qty	Description of work	Rate/Month (Rs.)	Total amount for Five Years (Rs.)
1.	Five years (60 Months)	<p>Annual Comprehensive Operation and Maintenance of the Wind Farm Site/WTG. Wind Turbines Make: ENERCON and Capacity: 230KW Note: Total Amount excluding Goods and Service Tax etc.,</p> <p><b>Operator Scope:</b></p> <p>1.Operation of WTGs: Provision of suitable Manpower (Round the clock)</p> <p>2.Scheduled maintenance services for WTGs: Provision of suitable Manpower, Spare parts, Gear oil (Once in 3Years) and Required consumables.</p> <p>3.Scheduled maintenance services for Unit Substations (USS): Provision of suitable Manpower, Spare parts and Required consumables.</p> <p>4.Unscheduled maintenance for WTGs/USS: Provision of payment for the supply of suitable Manpower for trouble shooting, Required Spare parts and Consumables including cost/payment for the Supply of Labours, Main components and suitable crane.</p> <p>5.Warranty: Average Annual Availability Warranty.</p> <p>6.Others: Providing daily generation report to Owner, Provision of service reports on request by customer, Assistance in billing, Invoice &amp; payment follow up with EB and Security/Watchman services.</p>		

		7. Insurance: Risks of Machinery breakdown Insurance, Provision of applicable documents for Insurance claims and Failure analysis report if any, Liaison with Govt. agencies, local administration, Public etc.,		
		<b>CGST 9%</b>		
		<b>SGST 9%</b>		
			<b>Total</b>	

**Amount in Words:** Rupees \_\_\_\_\_ only

**SIGNATURE OF THE TENDERER**  
(with seal and address)

**CHECKLIST OF DOCUMENTS****Documents to be enclosed:**

1. A covering letter on your letter head addressed to “The Joint Commissioner/Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani- 624601, Dindigul District”(as per Annexure-I)
2. Tender conditions duly signed in each page
3. Demand Draft or Banker’s Cheque for Rs.15,000/- (Rupees Fifteen Thousand only) towards EMD (DD/ Banker’s Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank in favour of “Joint Commissioner / Executive Officer, Arulmigu Dhandayuthapani Swamy Temple, Palani- 624601”, payable at Palani).
4. Letter of Authorization for authorized signatory from the tenderer organisation.
5. Details of the tenderer (as per Annexure-II).
6. List of works handled in the last five years (as per Annexure-III).
7. Experience in providing ropeway O&M works as per clause 3(b) (as per Annexure-IV).
8. Declaration for not having black listed either by ADST or by any other Govt. agencies (as per Annexure-V).
9. Declaration for not having tampered the Tender documents downloaded from Internet (Annexure-VI).
10. The copy of certificate of incorporation/registration.
11. Copy of Memorandum and Articles of Association.
12. Copy of Registered Partnership deed, in case of Partnership Firm.
13. Copy of PAN allotment Certificate issued by Income Tax Department.
14. Copy of Registration certificate as a firm under GST Act.
15. Latest I.T return.
16. Latest Assessment orders under GST Act.
17. Price Bid as per Annexure- VII of the Tender Document’.
18. Notarized translated English version of the documents in a language other than English/Tamil, if any.

**Note:**

**Tenders submitted in unsealed cover would summarily be rejected.**