



Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

 नीवे NIWE (ISO 9001 Certified)	राष्ट्रीय पवन ऊर्जा संस्थान (नवीन और नवीकरणीय ऊर्जा मंत्रालय के अधीनस्वायत्त अनुसंधान एवं विकास संस्थान, भारत सरकार) NATIONAL INSTITUTE OF WIND ENERGY (An Autonomous R&D Institution under the Ministry of New and Renewable Energy, Government of India) (पूर्वमें “पवन ऊर्जा प्रौद्योगिकी केंद्र” Formerly “Centre for Wind Energy Technology”) वेलचेरी ताम्बरम प्रमुखमार्ग, पल्लिकरणई, चेन्नै 100 600 -, तमिलनाडु, भारत Velachery – Tambaram Main Road, Pallikaranai, Chennai - 600 100, Tamil Nadu, INDIA Tel No. 044-22463982/83/84, 29001162 / 67 / 95 , Fax No. +91-44-2246 3980, E-mail : purchase.niwe@nic.in website: www.niwe.res.in
---	--

NIT NO: NIWE/PUR/17/140/21

DATE: 31.03.2022

1. Important Instructions to Bidders

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast including AMC at Kayathar, Tamil Nadu including 3 years of warranty, Operation and Maintenance and 2 years of Annual Maintenance Contract.

1.1	Description & Brief Scope of the work	Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast along with measuring instruments and data collections including 3 years of warranty, Operation and Maintenance and 2 years of Annual Maintenance Contract at Kayathar, Tamil Nadu																									
1.2	Content of Tender Documents	NIWE invites Open E-tender from Indian Suppliers/ Manufacturers/ Authorized Indian Agents, if any, for the above as per the following guidelines mentioned at Forms and Annexure. <table border="1" data-bbox="511 1239 1485 1711"><thead><tr><th>S. No</th><th>Details</th><th>Page No.</th></tr></thead><tbody><tr><td>1</td><td>Important Instructions to Bidders</td><td>1-5</td></tr><tr><td>2</td><td>General Conditions of Contract</td><td>6-21</td></tr><tr><td>3</td><td>Special Conditions of Contract</td><td>21-25</td></tr><tr><td>4</td><td>Project Requirement Specifications and other Technical Details</td><td>26-34</td></tr><tr><td>5</td><td>Price Schedule</td><td>35-36</td></tr><tr><td>6</td><td>Other Standard Forms</td><td>37-46</td></tr><tr><td>7</td><td>Check List</td><td>47</td></tr></tbody></table>		S. No	Details	Page No.	1	Important Instructions to Bidders	1-5	2	General Conditions of Contract	6-21	3	Special Conditions of Contract	21-25	4	Project Requirement Specifications and other Technical Details	26-34	5	Price Schedule	35-36	6	Other Standard Forms	37-46	7	Check List	47
S. No	Details	Page No.																									
1	Important Instructions to Bidders	1-5																									
2	General Conditions of Contract	6-21																									
3	Special Conditions of Contract	21-25																									
4	Project Requirement Specifications and other Technical Details	26-34																									
5	Price Schedule	35-36																									
6	Other Standard Forms	37-46																									
7	Check List	47																									
1.3	Important	Tender Mode	E-Procurement																								
		Tender Issue date	31/03/2022																								

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

	Dates	Tender Closing Date and Time	21/04/2022 04:30 PM
		Tender Opening Date and Time	22/04/2022 04:30 PM
1.4	Bid Security / Earnest Money Deposit	<p>Bidders are required to compulsorily submit a Bid securing declaration as per format in Annexure 3. The scanned copy of Bid securing declaration shall be uploaded along with the bid document. By signing the bid security declaration, bidders are accepting that if they withdraw or modify their bids during the bid validity period, they will be suspended for a period of one year as specified in Annexure 3.</p> <p>For unsuccessful bidders, the bid securing declaration shall cease to be valid upon receipt of the notification of the successful bidder in the CPP-Portal or thirty days after the expiration of validity of this bid, whichever is earlier.</p> <p>BIDS UPLOADED WITHOUT BID SECURING DELCLARATION AS PRESCRIBED WILL BE REJECTED, ab initio, AND WILL NOT BE EVALUATED FURTHER</p>	
1.5	Important Information To Bidders		
	5.1	Issuance of bidding documents to any bidder shall not be construed that such bidder is considered to be qualified.	
	5.2	Responses submitted by Bidders who do not meet the qualifying requirements in the General Purchase Conditions or incomplete bids will be rejected.	
	5.3	NIWE reserves the right to verify any claims made by Bidders and to carry out a capability assessment. The decision of NIWE shall be final in this regard.	
	5.4	NIWE also reserves the right to accept any proposal or to reject all proposals at any time prior to any short-listing, award of contract without incurring any liability or without any obligation to inform the grounds for such decision.	
	5.5	The proposals will be opened on the Date & Time mentioned in the documents.	

ADDRESS FOR COMMUNICATION

**Division Head(F&A),
 National Institute of Wind Energy,
 Velachery – Tambaram Main Road, Pallikaranai,
 Chennai 600100.
 Phone: EPABX: 91-44-22463982 / 83 / 84 /29001162 / 67 / 95.
 Fax: 91-44-2246-3980, Email: directorfa.niwe@gov.in, purchase.niwe@nic.in**

Any amendment to the Tender will be published only in the NIWE Website: <http://niwe.res.in> and CPP Portal.

It is the tenderers' responsibility to visit the NIWE website & CPP Portal REGULARLY to know about the latest updates / amendments / corrigendum / addendum / clarifications if any.



Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

IMPORTANT INSTRUCTIONS TO BIDDERS – CPP PORTAL

- A. Bidders should do the registration in the Central Public Procurement Portal (CPP-Portal) <http://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). The portal enrolment is free of cost. Bidders are advised to go through the instructions/information provided at **Help for Contractors, Information about DSC, FAQ, and Bidders Manual Kit** on Portal's homepage. The Digital Signature registration has to be done with the e-token, after logging into the site.
- B. For any technical related queries regarding online registration please call the Helpdesk. The 24 x 7 Help Desk Number **0120-4200462, 0120-4001002** Mobile : **+91 8826246593** and E-Mail : support-eproc@nic.in **Note-** Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details.
- C. For any policy related matter / clarifications kindly contact cphp-doe@nic.in managed by Department of Expenditure, Ministry of Finance.
- D. For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority (NIWE).
- E. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- F. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in **.pdf / .xls / .jpeg / .rar** formats only.
- G. After the bid submission, (the bid token number) given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- H. Bidders should ensure that prices should not be indicated anywhere in the Technical part of the Bid (unpriced part). The prices should be indicated only in the price bid and nowhere else.
- I. **The prospective Bidders should register themselves in the CPP Portal and submit the Bids electronically through the CPP portal only. The paper based physical Tender submission is not permitted. Bids submitted/received through any other mode other than NIC-CPP portal shall summarily be rejected.**
- J. **Bidders are requested to register for future tenders in Government e-Market Place (GeM). GeM is a dedicated digital e-commerce platform of Government of India. Therefore, it is compulsory to get registered in GeM for participating in tenders and for supply of all Goods and Services to this Organization. Suppliers can register in GeM as a Seller by accessing the portal**

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

www.gem.gov.in

Section	Index
2	GENERAL CONDITIONS OF CONTRACT (GCC)
	2.1) Introduction
	2.2) General Information
	2.3) Definitions
	2.4) Bidding Documents
	2.5) Amendment of Bidding Document
	2.6) Preparation Of Bid Proposals
	2.7) Cost of Bidding
	2.8) Language and Currency of Bid
	2.9) Validity Of Offer
	2.10) Bid securing declaration
	2.11) Validity of Bid securing declaration for unsuccessful bidders
	2.12) Ineligibility For Future Tenders
	2.13) Documents For Qualifying Requirements
	2.14) Technical Proposal
	2.15) Price Proposal
	2.16) Deviation
	2.17) Evaluation Of Bids
	2.18) Discrepancies In Bid
	2.19) Clarification Of Bids
	2.20) Contacting The Owner
	2.21) Owners Right To Accept Any Bid, And To Reject Any Or All Bids
	2.22) Award Criteria
	2.23) Contract
	2.24) Signing of Contract
	2.25) Project Completion Schedule
	2.26) Contract Price
	2.27) Scope Of Supply
	2.28) Performance Security
	2.29) Authorized Representative
	2.30) Insurance
	2.31) Freight
	2.32) Packing
	2.33) Inspection and Tests
	2.34) Warranty

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

2.35) Patents
2.36) Indemnification
2.37) Removal of Rejected Goods and Replacement
2.38) Modification Of Contract
2.39) Liquidated Damages
2.40) Force Majeure
2.41) Obligations Of The Bidder
2.42) Risk procurement
2.43) Settlement Of Disputes
2.44) Notices
2.45) Termination
2.46) Taxes & Duties
2.47) Tax Deduction At Source (TDS)
2.48) Payments To The Bidders
2.49) Jurisdiction
2.50) Accident or injury to workmen
2.51) Ownership
2.52) Option Clause
2.53) Corrupt/Fraudulent practices
2.54) Compliance of restrictions under Rule 144 of GFR 2017

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

2. GENERAL CONDITIONS OF CONTRACT (GCC)

2.1 INTRODUCTION

National Institute of Wind Energy (NIWE), an autonomous R&D institution of MNRE, Govt. of India intends for Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast along with measuring instruments and data collections including 3 years of Operation and Maintenance and 2 years of Annual Maintenance Contract at Kayathar, Tamil Nadu.

2.2 GENERAL INFORMATION

The Indian Manufacturers / Their Authorized Agents if any / Indian Agents of Foreign Manufacturers if any / are invited to submit a “Technical Proposal” and “Price proposal”. Methodology for submission of proposal has been detailed hereunder in this document.

2.3 DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings

1. OWNER / BUYER / EMPLOYER shall mean NIWE.
2. Supplier/Contractor wherever mentioned in the tender document shall mean the
3. Successful Bidder.
4. “Similar Supply/Works/Installation” wherever mentioned shall mean Supply, installation and commissioning of item / providing complete service as mentioned in scope in Chapter IV.
5. “Applicable Law” - This Contract including all matters connected with this Contract shall be governed and construed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of Indian courts at Chennai (India).
6. “Contract” means the Contract signed by the parties, to which these General Conditions of Contract (GCC) are attached together with all the documents listed in such signed Contract.
7. “Contract Price” means the price to be paid for the performance of the Services, in accordance with the payment terms, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
8. “Government” means the Government of India.
9. “Local Currency” means the currency of the Government of India.
10. “Party” means the Bidder. “Personnel” means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.
11. “Services” means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed scope of supply.
12. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
13. Language: English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
14. Bill of Quantity (BOQ): means price bid / Financial Bid / Price bid with proposal.

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

2.4 BIDDING DOCUMENTS

1. Important Instructions to Bidders
2. General Conditions of Contract
3. Special Conditions of Contract
4. Project Requirement Specifications and other Technical Details
5. Price Schedule
6. Other Standard Forms
7. Check List

2.5 AMENDMENT OF BIDDING DOCUMENT

1. At any time prior to the deadline for submission of the Bids, the Owner may amend the Bidding Document by issuing Corrigendum.
2. Any Corrigendum/addendum issued shall be part of the Bidding Document and shall be published in the NIC-CPP portal and NIWE website.
3. To give prospective Bidders reasonable time in which to consider a Corrigendum/addendum in preparing their Bids, the Owner may, at its discretion, extend the deadline for the submission of the Bids.

2.6 PREPARATION OF BID PROPOSALS

1. Proposals shall be complete in all respect and shall be submitted with requisite information and Annexures. It shall be free from any ambiguity, cutting or overwriting. Any such correction must be initialed by the persons who sign the proposals.
2. For preparation of Proposals, Bidders are expected to examine the bidding documents in detail. Material deficiencies in providing the information requested may result in rejection of the proposal.
3. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
4. Indian agent on behalf of the Principal OEM and Principal OEM cannot bid simultaneously for the same item/product.
5. The same agent should not submit a bid on behalf of another Principal OEM in the same tender for the same item/product.

2.7 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its Bid, negotiation, discussion etc. and the Owner shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.8 LANGUAGE AND CURRENCY OF BID

1. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Owner, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of all the passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern. If not, the bid shall be summarily rejected.



Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

2. The Currency of the bid shall invariably in Indian Rupees. The bid is of Indigenous in nature and hence tenders in any other currency other than INR shall not be accepted and will be rejected summarily.

2.9 VALIDITY OF OFFER

The proposals shall remain valid for a period as mentioned in the Special Conditions of contract or **180 DAYS**, from the date of opening of Bid, whichever is later. In exceptional circumstances the Owner may solicit the Bidder's consent for extension of the bid validity period. When the validity period is extended by the Bidder, the same shall be done without any modification to the bid proposal by the Bidder. The rates offered should be firm and will not be increased at any time by the bidder.

2.10 BID SECURING DECLARATION

By signing the bid security declaration, bidders are accepting that if they withdraw or modify their bids during the bid validity period, they will be suspended for a period of one year as specified in Annexure 3. The terms and conditions in the Declaration submitted by the bidder in lieu of EMD shall be invoked in the following circumstances:

1. If the Bidder withdraws or varies its Bid during the period of Bid validity specified by the Bidder in the Bid Proposal.
2. In the case of a successful bidder, if the bidder fails within the specified time limit to furnish the acceptance of Letter of Award/Purchase Order.
3. In the case of successful Bidder, if the Bidder fails to furnish the specified Performance Security within the prescribed period.

2.11 VALIDITY OF BID SECURING DECLARATION FOR UNSUCCESSFUL BIDDERS

For unsuccessful bidders, the bid securing declaration shall cease to be valid upon receipt of the notification of the successful bidder in the CPP-Portal or thirty days after the expiration of validity of this bid, whichever is earlier.

2.12 INELIGIBILITY FOR FUTURE TENDERS

Notwithstanding the provisions regarding forfeiture of Bid Security specified, if a bidder after having been issued the Letter of Award/Purchase, either does not accept the order/Letter of award or does not sign the Contract Agreement or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in future tenders.

2.13 DOCUMENTS FOR QUALIFYING REQUIREMENTS

The bidder shall furnish documentary evidence in support of meeting the Qualifying Requirements mentioned in Special Conditions of Contract.

2.14 TECHNICAL PROPOSAL

1. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid complete list of goods as given in the Price Bid without prices, the documentary evidence wherever applicable that the Goods and Related Services conform to the requirements specified.

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

2. Apart from the technical requirements as stipulated in the bid documents, data sheets etc. the documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements. If applicable, a statement of deviations and exceptions to the provisions of Technical specifications will be submitted by the bidder separately.

2.15 PRICE PROPOSAL

1. For preparation of the 'Price Proposal/ BOQ', Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Proposal shall be made in the Price Bid/BOQ only.
2. The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms & condition of the bidding document.
3. All prices to be quoted by the Bidders will be in Indian Rupees ONLY on firm price basis.
4. Bidders shall necessarily submit the prices in the prescribed format Price Bid / BOQ only. Any information regarding price or charges mentioned elsewhere in the bid or in the form of quotation by the bidder will not considered.
5. The total prices arrived at in the 'Price Bid', are to be entered in the 'BOQ'.

2.16 DEVIATIONS

Bidders should generally agree to all the terms and conditions of the bid documents. However, deviation / exception / assumption, if any should be stated separately shall be submitted along-with "Bid Proposal", failing which it would be presumed that all terms and conditions are acceptable to them. In case the bidder has taken any deviation, the bidder must indicate the cost of withdrawal of the same along with the bid.

2.17 EVALUATION OF BIDS

1. The Owner will determine whether the Proposals are substantially responsive to the Bidding Document and their proposal is complete. Material deficiencies in the proposal may render the proposal non-responsive and may lead to the rejection of the proposal.
2. To evaluate a Bid, NIWE shall only use all the criteria and methodologies defined in this document.
3. To evaluate a Bid, NIWE shall consider the following:
 - a) The bid price as quoted as per price bid / BOQ
 - b) Price adjustment due to discounts offered; and
 - c) Price adjustment due to application of the evaluation criteria.
4. The clauses specified in Special Conditions of Contract (SPC) shall over- ride all other similar related clauses appearing elsewhere in the bid documents.

2.18 DISCREPANCIES IN BID

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

In case of discrepancies in bids, the following will be adopted to correct the discrepancies for the purpose of evaluation.

1. In case of discrepancy between the original & copies of bid, the original bid will be considered as correct.
2. In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct.
3. In case of discrepancy between unit price and total price, the unit price will be considered as correct.
4. In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.

2.19 CLARIFICATION OF BIDS

1. A prospective Bidder requiring any clarification of the Bidding Document shall seek clarifications through online only. Should the Owner deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so by amendment in the tender. No clarification regarding Tender shall be entertained after the bid submission due date.
2. During evaluation, the Owner may, at their discretion, ask any Bidder for a clarification of its Bid. The Owner's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered or permitted.

2.20 CONTACTING THE OWNER

1. Subject to GCC clause 19.0, no Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.
2. Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

2.21 OWNER'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS

The Owner reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder (s) of the grounds for the owner's action.

2.22 AWARD CRITERIA

The owner will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

satisfactorily.

2.23 CONTRACT

1. The Owner shall send to the successful Bidder the Purchase Order/Letter of Award (LOA).
2. The contract shall come into effect from the date of issue of Letter of Award/Purchase Order.
3. Successful bidder on whom Contract/LOI/Purchase Order is placed shall hereafter be called Supplier.

2.24 SIGNING OF CONTRACT

If felt necessary by NIWE, a letter of Intent, in lieu of Purchase order, may be sent from NIWE. Within one week, the successful bidder should send his Order Acceptance of the LOI/PO. On receipt of acceptance, a contract may be required to be signed between NIWE and the successful bidder.

2.25 PROJECT COMPLETION SCHEDULE

The Entire Project as mentioned in the Technical Specifications has to be completed within the period mentioned in Chapter 4.

2.26 CONTRACT PRICE

The Contract Price shall be as specified in the Purchase Order / LOI. The quoted prices are firm. No escalation of price will be permitted.

2.27 SCOPE OF SUPPLY

1. The Goods supplied, and/ or services provided shall be as specified in the technical specification and Price Schedule. The successful bidder shall supply all the Goods/ provide all services as per the specified Delivery Schedule.
2. Unless otherwise stipulated in the Contract (Purchase Order / LOA), the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
3. The Successful bidder shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.
4. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

2.28 Performance Security

1. Within 10 days of receipt of the notification of award/PO, the Supplier shall furnish

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

- performance security (PS) in the amount specified in SCC, valid till 60 days after the warranty period.
2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
 3. The Performance Security shall be denominated in Indian Rupees.
 4. The Performance security shall be in one of the following forms:
 - a. A Bank guarantee issued by a Nationalized/ Scheduled bank located in India in the form provided in the bidding documents. Or
 - b. A Banker's cheque or Account Payee demand draft in favor of the purchaser. Or,
 - c. A Fixed Deposit Receipt pledged in favor of the Purchaser.
 5. The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.
 6. In the event of any contract amendment, the supplier shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.
 7. The performance security must be received within 21 days. However, the Purchaser has the powers to extend the time frame for submission of Performance Security (PS). Even after extension of time, if the PS is not received, the contract is liable to be cancelled provided that the purchaser, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons, offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.
 8. Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

2.29 AUTHORISED REPRESENTATIVE

Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Owner or the Bidder may be taken or executed by the officials authorized for the purpose.

2.30 INSURANCE

The Bidder will be responsible for taking out any appropriate insurance coverage up to the delivery location of the equipment/till successful handing over of the equipment to NIWE as mentioned in the Special Purchase Conditions at their own cost as may be required against all risks including theft/fire. The insurance coverage will be arranged by

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

the successful bidder.

2.31 FREIGHT

The Bidder will be responsible for safe delivery of material to the location mentioned in the Special Purchase Conditions at their own cost. Therefore, the prices quoted must be inclusive of freight and insurance.

2.32 PACKING

The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, handling and storage. The Bidder will be responsible for any loss or damage during transportation, handling and storage due to improper packing. All packages should be marked with Contract no. and date. Each package must contain packing slip and literature, if any.

2.33 INSPECTION AND TESTS

1. The Inspection shall be carried out by the technical experts of NIWE after the Installation and Commissioning of the Project as mentioned in the tender document.
2. Wherever the Supply/Installation so completed is subject to testing, it shall be done as per the standards mentioned in the Technical specifications.

2.34 WARRANTY

1. The Supplier shall warrant that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions.
2. The warranty shall remain valid for the period of Three (3) years (unless specified otherwise in Chapter 3, Special Conditions of Contract or Chapter 4 Project Requirement Specifications and other Technical Details) after the successful completion of delivery, installation, commissioning and training supply of the items and / or provision of services (as specified in the purchase order) to the entire satisfaction of NIWE as certified by the user division.
3. If having been notified, the Supplier fails to remedy the defect; the Owner may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Owner may have against the Supplier under the Contract.

2.35 PATENTS

All royalties and fees for patents covering material/equipment or processes used in executing the work shall be to the account of the bidder. The supplier shall satisfy all demands that may be made at any time for such royalties and fees.

The Supplier shall hold harmless and indemnify the Owner from and against damage, loss and expenses arising from any claim for infringement of patent, copy right, design and other such rights in existence or to be granted on and application published prior to the completion of this engagement with respect to or arising out of the use or supply of design

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

or any work in accordance with the specifications and plans furnished or recommended by the Contractor.

The Supplier shall promptly notify the Owner in writing if the Supplier has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by the Owner of any information, recommendation or specifications, services rendered by the Contractor. The Supplier, in such case, shall furnish at its own cost make and furnish to the owner alternative specifications or recommendations to avoid the same and without putting the owner to any additional cost.

2.36 INDEMNIFICATION

The Supplier shall, at its own expense, defend and indemnify the owner against all third party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof.

The Supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Owner shall not pay any compensation to a third party resulting from such infringement and the Supplier shall be fully responsible for the same, including all expenses at the court and legal fees.

The Owner will give notice to the Supplier of any such claim without delay, shall provide reasonable assistance to the Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim. Final payment to the Supplier by the Owner will not be made while any such suit or claim remains unsettled.

2.37 REMOVAL OF REJECTED GOODS AND REPLACEMENT

1. If any delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specifications, the same shall be rejected by the Owner or his duly authorized representative and notification to this effect will be issued to the Supplier normally within 30 days from the date of receipt of the material at site.
2. The supplier shall arrange for removal of the rejected/failure of item(s) during testing within 15 days from the date of notification. In the event, the supplier fails to lift the materials within the said 15 days, the Owner shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit. All expenses shall be recoverable from the supplier or any sum due that may become payable to him.

2.38 MODIFICATION OF CONTRACT

Modification of the terms and conditions of the Contract, including any modification of the Scope of the Services or of the Contract price may only be made by written agreement between the Parties.

2.39 LIQUIDATED DAMAGES

The timely Completion of the scope of supply / work at the mentioned location in SCC including Commissioning and its related services is the essence of the contract. In the event of supplier's failure to complete the Supply / Work within the stipulated period as mentioned in SCC, the liquidated damages are payable by the Bidder @ 0.5% (one half of one percent) per week of delay or part thereof, of the Purchase order value. However, the total liability of the Bidder under this clause shall not exceed 5% of the Contract value as awarded.

2.40 FORCE MAJEURE

1. "Force Majeure" shall mean any event beyond the reasonable control of the Owner or the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a reasonable time.
4. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either parties' right to terminate the contract.
5. No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall
 - i. Constitutes a default or breach of the Contract.
 - ii. Give rise to any claim for damages or additional cost or expense occasioned there by if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
6. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with Clause 2.43 of GCC.
7. Notwithstanding clause above, Force Majeure shall not apply to any obligation of the Owner to make payments to the Supplier herein.
8. NIWE will not entertain/allow/pay any mobilization or demobilization claims from the contractor in the event of force majeure/clearance & protocol issues.

2.41 OBLIGATIONS OF THE BIDDER

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

The Bidder shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advance technology and safe methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub-bidder or third parties.

2.42 RISK PROCUREMENT

In the event of Suppliers failure to supply the material or render service of acceptable quality within scheduled delivery period, NIWE reserves the right to procure items / services from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, NIWE shall retain the right of forfeiture of Performance Security, and or take any other action as deemed fit.

2.43 SETTLEMENT OF DISPUTES

1. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
3. The dispute settlement mechanism/arbitration proceedings shall be Concluded as under:
 - (a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to **Delhi International Arbitration Centre (DIAC) New Delhi**. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award.

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

- (b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
4. The venue of the arbitration shall be the place from where the purchase order or contract is issued.
5. Notwithstanding, any reference to arbitration herein,
 - (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.

2.44 NOTICES

Any notice, request, or consent sought pursuant to the tender shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by speed post, fax, or facsimile to such Party i.e. Owner or Bidder.

2.45 TERMINATION

The Owner may terminate the Contract, by not less than thirty (30) days' written notice of termination to the Supplier to be given after the occurrence of any of the events specified in paragraphs (1) to (4) of this Clause and sixty (60) days' in the case of the event referred to in (5) below:

1. If the Supplier does not remedy a failure within thirty (30) days.
2. If the Supplier becomes insolvent or bankrupt;
3. If as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events or;
4. If the Supplier, in the judgement of the Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause: "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner.
5. If the Owner, at its sole discretion, decides to terminate this Contract.

2.46 TAXES & DUTIES

1. The prices shall be inclusive of all Statutory levies & duties excluding Goods and Service taxes. GST will not be considered for evaluation.
2. However, GST at prevailing rates shall be paid during the currency of the contract.
3. If any rates of tax are increased or decreased, a new tax is introduced, an existing

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of contract, which was or will be accessed on the bidder in connection with performance of the contract, an equitable adjustment of the contract price shall be made to fully take into account any such change by addition to the contract price or deduction there from as the case may be.

2.47 TAX DEDUCTION AT SOURCE(TDS)

TDS will be deducted as applicable. Valid Permanent Account Number (PAN) is Mandatory.

2.48 PAYMENTS TO THE BIDDER

Payment will be made to the account of the bidder and according to the payment terms stated in SCC Clause 3.5 based on the certification of User Division. The payments shall be made after the conditions listed for such payment have been met, and the Bidder has submitted an invoice to the Owner specifying the amount due. Payment shall be released within 30 days of receipt of invoice complete in all respect as per Payment terms mentioned in SCC.

2.49 JURISDICTION

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Chennai and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

2.50 ACCIDENT OR INJURY TO WORKMEN

NIWE shall not be liable for any damage or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other men in the employment of the contractor or sub-contractor. The contractor shall indemnify and keep indemnify NIWE against all such damages and compensation, and against all claims, proceedings costs, charges and expenses whatsoever in respect thereof of in relation there to. The insurance shall be within the contract price. It is the responsibility of contractor to ensure prompt settlement of such claims as admissible in law without waiting for settlement of insurance claims.

2.51 OWNERSHIP

All data and accompanying documents & records, both working and fair, acquired or created in the contract shall become the property and copyright of NIWE or of whosoever transferred upon by NIWE. Copyright and intellectual property rights will belong to NIWE.

2.52 OPTION CLAUSE

NIWE reserves the right to increase/decrease the ordered quantity by up to 25 (twenty-five) percent at any time, till final delivery date (or the extended delivery date of the

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the date of the delivery period (or the extended delivery period).

2.53 CORRUPT/FRAUDULENT PRACTICES

It is expected that the bidders who wish to bid for this project have highest standards of ethics. NIWE will reject the bid if it determines that the bidder participating in this tender has engaged in corrupt or fraudulent practices while competing for this tender and / or submitted false statement/certificate/information. NIWE will also declare such bidder ineligible for participating in NIWE tenders, either indefinitely or for a specified period.

2.54 COMPLIANCE OF RESTRICTIONS UNDER RULE 144 (XI) OF GFR 2017

Restrictions on procurement from a bidder of a country which shares a land border with India:

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
2. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
3. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established, or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established, or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
4. The beneficial owner for the purpose of (3) above will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of
Or
entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
5. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
6. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

3. SPECIAL CONDITIONS OF CONTRACT

Section	Index
3	Special Conditions of Contract
3.1	Location
3.2	Bidding Type
3.3	Scope of works/supply
3.4	Eligibility Criteria and Documents for Eligibility Criteria
3.5	Evaluation Methodology
3.6	Payment Terms
3.7	Warranty, Defect Liability Clause
3.8	Duration of work
3.9	Other Requirements
3.10	General Instructions

3. SPECIAL CONDITIONS OF CONTRACT

3.1 LOCATION

The location of the proposed work is at NIWE Wind Turbine Research station at Ayyanaroothu village, Kayathar, Tuticorin (Dt.), Tamil Nadu. . The coordinates of the location are as follows:

Site Name	Lat	Long	Elevation
Kayathar	8°57'43.74"N	77°43'12.50"E	87 m msl

3.2 BIDDING TYPE

Two Bids System (Technical and Price Bid). Tender is of Indigenous Open in nature and can be quoted in INR only.

3.3 SCOPE OF WORK/SUPPLY:

- The Scope of Work includes Supply, Civil Works, Installation, Commissioning and Maintenance of 120 m wind monitoring station with all requisite sensors, dataloggers etc., at Kayathar, Tamil Nadu.
- Transmit the data from the station to Central Receiving Station (CRS) at NIWE, Chennai and real time access of the station required.
- The Configuration of WRA field station at Kayathar, Tamil Nadu to the CRS to be established at NIWE, Chennai is in the scope of the bidder.
- WRA station shall be connected to CRS through GSM/GPRS/3G network only BSNL Sim cards to be used. The vendor shall identify the network provider to establish the data communication. The recurring expenses shall be borne by the bidder.
- The bidder must provide the GSM/GPRS/3G communication for field stations to CRS at static I.P. address.
- The bidder is requested to visit NIWE, Chennai and to understand the details/specifications of existing CRS system set up before quoting. No changes in quote shall be allowed after finalization of tender.
- All Other technical requirements in addition to those mentioned above shall be complied as per the Technical Compliance sheet provided.
- Three years of O&M from the date of commissioning and two years of comprehensive AMC post 3 years of O&M, including Insurance for the Meteorological mast, Instruments / Sensors and all associated equipment.

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

3.4 ELIGIBILITY CRITERIA AND DOCUMENTS FOR ELIGIBILITY CRITERIA

The bidder shall furnish documentary evidence in support of meeting the following Qualifying Requirements:

1. The bidder should be a reputed manufacturer/ supplier /dealer with minimum 5 years of experience as on 28/02/2022.
2. The average annual turnover of the bidder in the preceding three (3) financial years as on bid opening date shall not be less than 10 Lakhs (Scanned Copy of Certificate to be uploaded).
3. The bidder should have the completed projects related to design, fabrication, erection and commissioning of Lattice Mast in the last five years which should meet either one of the following
 - a. Three similar completed projects / works, each costing not less 15 Lakhs
(or)
 - b. Two similar completed projects / works, each costing not less than 18 Lakhs
(or)
 - c. One similar completed project / work costing not less than 30 Lakhs.
4. The bidders should have completed at least three projects in the area of design, fabrication, erection and commissioning of Lattice Mast in the last five years ending in the last financial year.
5. In pursuance to Rule 153 (iii) of GFR-2017, preference to “Make in India” shall be given in Procurement. This tender document complies with the Public Procurement Policy (Make in India), 2017 as amended from time to time.
6. Bidders registered with National Small Industries Corporation (NSIC) including Micro/ Small/Medium Enterprises & Companies will be exempted from prior turnover and experience, subject to meeting of quality and technical specifications.
7. However, Customer Feedback certificate for 3 successful completion of similar activities in marine environment is mandatory for all suppliers irrespective of MSME/Suppliers registered with NSIC without which the bid shall summarily be rejected.
8. Any Relaxation/Exemption on Eligibility criteria given for NSIC/MSME shall be as per the Public Procurement Policy as entitled for MSME/NSIC by Government of India.
9. In a tender, either the Indian agent on behalf of the Principal OEM or Principal OEM itself can bid but both cannot bid simultaneously for the same item/project in the same tender.
10. If an agent submits bid on behalf of the Principal OEM, the same agent shall not submit a bid on behalf of another Principal OEM in the same tender for the same item/product.

3.5 EVALUATION METHODOLOGY

Evaluation of the tender shall be carried out as referred herein under:

1. Evaluation shall be done on Total Solution basis.

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

2. BID Price shall mean the total package price of the Project including 3 years of warranty and 3 years of O&M from the date of commissioning listed in the PRICE BID for its complete scope of Work as mentioned in the **BOQ**. The prices quoted must be inclusive of freight and insurance. The total cost of the Project shall be the total rates mentioned for the items in the BOQ only.
3. Bidder shall provide the rates for Annual Maintenance Contract for the 4th year and 5th year separately along with other bid documents. NIWE shall enter into a separate AMC agreement, if required.
4. The rates accepted should remain firm with no escalation being permitted. No representation for enhancement of price accepted will be considered.
5. NIWE is eligible for concessional Customs duty and GST as applicable, being a Research and Development Organization. Hence if any of the items required for fabrication/installation/Commissioning is imported from abroad, Necessary documents/certificates will be provided by NIWE for smooth clearance of the equipment at concessional rates. Any supplemental, incidental & ancillary expenses/costs in this regard is deemed to be included in the price quoted.
6. TOTAL COST of the Work arrived after arithmetical corrections including concessional import Duties, freight & insurance as indicated by the suppliers will be considered for the purpose of evaluation. While quoting, the concessional rates applicable for NIWE shall be taken into account for the statutory levies/duties as mentioned above.
7. Annual Maintenance Contract rates mentioned by the bidders shall not be taken for financial evaluation.
8. The overall evaluated cost arrived at in this manner shall be taken for cost comparison and final evaluation. The Goods and service tax will not be considered for bid evaluation.
9. The Director General reserves the right to accept or reject any /all the quotations in part or full without assigning any reasons what so ever.
10. After scrutiny of Technical offers by a competent team, the price bids of the technically qualified bidders will be opened.
11. The evaluation criteria over-rides all other similar related clauses appearing anywhere in the bid documents, and such clauses are deemed to have been modified to the extent stipulated above.

3.6 PAYMENT TERMS

Payment shall be made as follows:

1. 40% after successful completion of design, fabrication, supply and transportation of Mast materials at site, based on the certification from the Project Leader of NIWE. Payment will be made on submission of follows:
 - I. Delivery Challan
 - II. Acceptance letter from NIWE
 - III. Invoice to be raised along with acceptance letter.

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

2. 30% after successful completion of Completion of civil foundation works, erection, sensor instrumentation, based on the certification from the Project Leader of NIWE. Payment will be made on submission of follows:
 - i. Delivery Challan
 - ii. Acceptance letter from NIWE
 - iii. Invoice to be raised along with acceptance letter.
3. Balance 30% shall be paid as follows:
 - (a) 10% after completion of successful Operation & Maintenance for the first year.
 - (b) 10% after completion of successful Operation & Maintenance for the second year.
 - (c) 10% after completion of successful Operation & Maintenance for the third year.
 - (d) The above 10% payment shall also be considered at the beginning of each year of O&M period on submission of Bank guarantee for an equal amount valid for 15 months.

3.7 WARRANTY / DEFECT LIABILITY CLAUSE

1. The warranty / Defect Liability shall remain valid for the period of **Three (3) Years** after the successful erection and sensor instrumentation to the entire satisfaction of NIWE as certified by Officer (I/C) of user division, NIWE.
2. Any defect shrinkage, settlement or other faults which may appear within the Defects Liability period', within 36 months after the virtual completion of the works, arising in the opinion of the NIWE from materials or workmanship not in accordance with the contract, shall on demand which shall be made within the defects liability period, in writing by NIWE and within such reasonable time as shall be stated therein specifying the work, materials or articles complained of notwithstanding that the same may have been passed or/and certified, paid form be amended and made good by the contractor, at his own proper charge cost and in case of default, NIWE may employ and pay other person or persons to amend and make good such defects, shrinkage settlements or other faults and all damages, losses and expenses consequent thereon or incidental there to shall be made good and borne by the Contractor and such damages, losses and expenses shall upon the NIWE, certificate in writing, be recoverable from him (the contractor) by the NIWE or may be deducted by the NIWE from any moneys due or that may become due to the contractor of the NIWE may in lieu of such amending and making good by the contractor deduct from any moneys equivalent to the cost of amending and making good such work and in the event of the amount retained being insufficient, recover the balance from the contractor, together with any expenses the NIWE may have incurred in connection therewith.
3. Should any defective work have been done or materials supplied by any subcontractor employed in /NIWE the contractor shall be liable to make the same good in the same manner as if such work or materials had been subject to the provisions. The contractor shall remain liable under the provisions of this Clause notwithstanding the signing by the PMCs of this certificate including the final certificate or the passing of any accounts.

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

3.8 Duration of Work

1. The detailed design has to be submitted within 45 days from the date of placing of work order and if the contractor fails to submit the design report within the time frame, NIWE reserves the right to cancel the work order and invoke the performance security.
2. The overall scope of the work has to be completed within 120 days from the date of issue of work order.

3.9 Other requirements:

1. The warranty and O&M of 120 m WRA station including all sensors shall be initially for 3 years from the date of commissioning. At the end of three years. NIWE may consider entering into an AMC based on the requirement, for which the bidder has to quote the rates separately and not in BOQ along with other bid documents. However, the AMC rates will not be considered for financial evaluation.
2. Any changes in calibration constant of more than 2%, the sensor needs to be replaced with only valid calibrated sensors.
3. Shall maintain enough spares to maintain the stations in all weather conditions. The vendor shall also post a suitable local engineer to help in the maintenance activities of the WRA station with minimum downtime.

3.10 General Instructions:

- The tender is expected to be a turnkey supply, execute and commission package. The package includes fabrication of mast and accessories, items for civil works, sensor mounts (for all the sensors), data logger housing with mounting accessories, lightning arrestor kit including copper wire earthing pipe (separate earthing arrangements for tower and instruments), packing, transportation, civil works, installation, commissioning, climbing mast, instrumentation of equipment /sensors data loggers, comprehensive operation and maintenance, rectification of the mast and replacement of sensors at field stations in one locations at Kayathar, Tamil Nadu. Sensors and data loggers are completely under the bidder scope.
- During rectification work, a joint visit will be carried out by the NIWE team / representative along with the contractor's team.
- Insurance of the meteorological mast and instruments / sensors shall be the bidders scope for 3 years or 5 years as the case may be.
- All the sensors including data logger shall be replaced with brand new on bi-yearly basis. Calibration certificate shall be provided for the new replaced sensors.
- At the end of 3 years of O&M or 2 years of AMC, the vendor should handover the wind monitoring station in full operational condition with proper mast alignments, painting of the structure.
- During the 3 years of O&M or 2years of AMC, the vendor may also be needed to add another 30m segment to the 120m WMS (adding up to 150m), as and when requested by NIWE on mutually agreed terms so that the additional 30m can be safely mounted on the 120m Mast.

4. PROJECT REQUIREMENT, SPECIFICATIONS AND OTHER TECHNICAL DETAILS

Section	Details
4	Project Requirement, Specifications and Other Technical Details
4.1	Technical Specifications
	1. Meteorological Mast:
	2. Instruments / Sensors / Equipment:
	3. Data Availability
	4. General conditions
	5. Lightning Arrester
	6. Communication

4.1 TECHNICAL SPECIFICATIONS

1. Meteorological Mast:

- The design, fabrication, supply & transportation, civil foundation works, erection and commissioning of 120 Metre (450mmx450mm) lattice masts at the Kayathar site.
- The design of the tower including booms with its joint at tower face and the foundation, should be complete in all aspect and should be vetted by authorized Structural Engineer/Firm.
- A convenient structural arrangement and steel section with appropriate sensor mounting arrangement are to be provided for the boom as per IEC 61400-12-1 (wherever applicable) fixing 7 Nos. of Cup Anemometer at 5 levels (120m N&S-2 number, 90m - 1 number, 60m – 1 number, 30m - 1 number, 10m - 1 number), wind vanes at four levels (118m, 88m, 58m and 28m)
- The wind sensor boom length needs to be at least 6 to 7 times of the face width from the tower centre line (Standoff distance). The boom and its support structure should be designed appropriately to carry the sensor (including mountings) weighing about 2 to 3 kgs.
- Earthing and lightning arrestor arrangements for the mast and instruments needs to be provided separately as per IE rules. The Earthing and lightning arrestor arrangements must be a separate entity without touching the mast structure by providing sufficient rubbers in between to maintain below 6 ohms of resistance.
- Provide warning light signal as per the aviation requirements.
- Provide Orange & White paints as per the aviation requirements. Painting shall be anti-rust coating with marine grade/epoxy painting.

2. Instruments / Sensors / Equipment:

The list of instruments / sensors to be mounted on the meteorological mast at various heights as following:

Sr.No	Instrument type	Height / level	Remarks
1	Wind speed sensor (Cup Anemometer) (Calibration as per Measnet)	120m North 120m South 90m South 60m South 30m South 10m South	Detailed specifications attached in Appendix - I.
2	Wind direction sensor (Wind Vanes)	118m North 88m North 58m North 28m North	

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

3	Temperature sensor	10m and 120 m level.	Detailed specifications attached in Appendix – II.
4	Pressure sensor	10m and 120 m level.	
5	Humidity sensor	10m and 120 m level.	
6	Data logger	10m level	Detailed specifications attached in Appendix - III
7	Power pack unit	10m level	Sufficient backup for 10 days power autonomy.

3. Data Availability / Data security :

- 1) Data shall be transmitted to NIWE SERVER at NIWE, Chennai.
- 2) The system/ vendor should provide the uptime of 98% in a year (100% during windy seasons namely May – October). If 100 % data are not collected during high wind season, the data collection will be extended for further one year without any additional cost to NIWE, Chennai.
- 3) Data availability shall be 98% on monthly basis.
- 4) Bidder is solely responsible for data security / data breach outside NIWE while data transfer.

4. GENERAL CONDITIONS:

- 1) On request of NIWE, the bidder must mandatorily demonstrate his data logger at NIWE, Chennai with a short notice before/ after opening the technical bid.
- 2) Minimum 5 years' experience in supplying the data logger to projects related exclusively to Wind Resource Assessment studies.

5. LIGHTENING ARRESTER:

The first pit will be the grounding pit for all the data logger, sensors and solar system. The second pit should be for the lightning arrestor and should be connected with a copper lightning rod at the top of the tower. The lightning rod should be connected to the lightning pit using 8 mm diameter copper wire. Both the Pits should be filled with 50 kg of highly conductive materials to reduce soil resistance and to maintain the ground resistance under 6 Ohms.

6. COMMUNICATION:

All network/WRA station will be connected to Central Receiving Station at NIWE through GSM/GPRS network. The vendor will identify the network provider to establish the data communication. The recurring expenses will be borne by the bidder.

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

Appendix – I

<u>ANEMOMETER SENSOR with Measnet calibration</u>		
Sl.no	Specifications	Requirement
1	Sensor type	3-Cup Anemometer
2	Class	Class: Less than Class2A and Class 4B, without heating, classification report as per IEC-61400-12-1-2017 ed.2 should be submitted by the bidders.
3	Accuracy	±2% or better
4	Range	1 m/s to 75m/s
5	Supply voltage	9 - 12 VDC
6	Starting wind speed(Threshold)	< 0.5 m/s
7	Operating Temperature	-5 to +60°C
8	Calibrated	As per the requirements of IEC 61400-12-1 (in vogue) MEASNET Calibrated (each sensors should be calibrated as per MEASNET and each sensor should be provided with its respective calibration certificate)
9	Compatibility	Instrument which is compatible with all the data loggers. If any additional interface card/ connector/ converter are required, the same has to be provided by the vendor as per the request of NIWE with no additional charge
10	Signal type	Low level AC/DC –Signal (4 – 20 mA/ 0-5 V DC)/ frequency (count) signal.
11	Operating Humidity range	0 to 100% relative humidity non-condensing
<u>WIND VANE SENSOR</u>		
1	Sensor type	Continuous rotation potentiometric type / Tunnel magneto resistance wind direction vane
2	Uncertainty	±3° or better
3	Sensor range	0 to 360° continuous rotation
4	Compatibility	Instrument which is compatible with all the data loggers. If any additional interface card/ connector/ converter are required, the same has to be provided by the vendor as per the request of NIWE with no additional charge
5	Starting wind speed(Threshold)	< 1 m/s at 10° amplitudes according to ASTM-Standards D5366-96 < 0.4 m/s at 90° amplitude according to VDI-Standard 3786 Part 2
6	Input Voltage range	9 - 12 VDC
7	Survival Speed	Max 65m/s or better
8	Dead band	No Dead Band
9	Output Signal Range	Analog signal compatible to data logger. If any additional Interface Card/Connector/Converter are required, the same has to be provided by the vendor as per the request of NIWE with no additional charges.
10	Operating Temperature	-5 to +60°C
11	Operating Humidity range	0 to 100% relative humidity non-condensing

General requirements:

- a) Free end connection provision must be provided for each sensor
- b) Each sensor must be an independent module

Appendix – II

Sl.No.	Specifications	Requirement
TEMPERATURE		
1	Sensor Type	RTD
2	Sensor Range	- 5 ⁰ C to + 60 ⁰ C
3	Accuracy	±0.5°C or better with radiation shield
4	Input Voltage range	9 - 12 VDC
5	Output	4-20 mA/ 0-5 V DC
6	Operating Temperature	-5 to +60°C
7	Operating Humidity range	0 to 100% relative humidity non-condensing
RELATIVE HUMIDITY		
8	Sensor Range	0 to 100% RH
9	Accuracy	±2% or better
10	Sensor Type	Capacitance type/ Polymer capacitor Type Humidity sensor
11	Stability	±1% per year or Better

MULTI PLATE RADIATION SHIELD: A Multi Plate Radiation Shield to protects temperature and relative humidity sensors from the errors produced by Solar Radiation and Precipitation. The multi plate radiation shield should block the direct and reflected solar radiation and permit the flow of air. The radiation shield should be made of high reflective, low thermal conductions and weather resistant material. The design of the radiation should be such that it covers the temperature and humidity sensors.

BAROMETRIC PRESSURE SENSOR

Sl.No.	Specifications	Requirement
1	Purpose	Measurement of Air Pressure
2	Range	600 to 1100 hPa
3	Type of Sensor	Barometric pressure Sensor with solid state sensing element
4	Accuracy	±1.0 mb or better
5	Input Voltage range	9 - 12 VDC
6	Output	4-20 mA/ 0-5 V DC
7	Operating Temperature	-5 to +60°C
8	Operating Humidity range	0 to 100% relative humidity non-condensing

Appendix-III

DATA LOGGER WITH COMMUNICATION DEVICE		
Sl.no	Specifications	Requirement
1	Minimum Parameters to be recorded for each channel	Time stamped data: 1. Average 2. Standard deviation 3. Minimum 4. Maximum 5. Turbulence 6. Gust
2	Data Sampling rate	1 Hz (Frequency measurement according to IEC-61400-12-1)
3	Real time data	1. Mandatory (Data collection through Internet) 2. Modem/communication device must be a part of the supply
4	Data Delivery	Directly to NIWE server
5	Storage medium	Internal / External memory should be capable of storing minimum 2 year data at 10 minutes interval
6	Averaging Interval	User selectable averaging time 1 min,10min
7	Communication/ Telemetry	GPRS/ 3G/ 4G for uninterrupted instant and unlimited access for data downloading, analysis and monitoring.
8	Data Encryption	Required (in server side)
9	Remote access of data logger	1. Provision for automatic download & user defined download time of the raw data/Real time data directly to the NIWE server with necessary software 2. Provision for data logger configuration, setting of date and time, firmware update etc. through remote access must be available
10	Software	1) The vendor has to provide all the relevant softwares including firmware (as & when required) 2) Data logger software must be compatible with Operating system like Windows 10, Windows 8 and as per the requirement of NIWE 3) Software must have the capability to automatically download all wind data as detailed above
11	Weather proof housing for protection (protocol)	Protocol IP 65 or NEMA4.4X13 or better
12	Normative reference for data storage	Strictly as per IEC 61400-12-1
13	Graphic (UI) display	Required. The data logger must have a user interface display to view the setting/ real time (instantaneous) data/ logger status/ etc.

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

14	Automatic Data downloading	Instant and unlimited access to real time wind data via GPRS or MODBUS. Provision to download the raw data directly to NIWE server is mandatory.
15	Timestamp	GPS synchronized and geo-located data
16	Norm	IEC 61400-12-1 (Data to be collected, shared & displayed as per IEC norms.)
17	Data Security	The vendor should ensure that the data are NOT transferred/ viewed/ collected by any other Thirty party and in this regard, a Non Disclosure Agreement has to be executed by the vendor.

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

5. PRICE BID / BOQ

S.No	Description	Unit	Estimated Qty	Unit Rate (Rs.)	Total Amount (Rs.)
1	Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast along with measuring instruments and data collection including 3 years of warranty, Operation and Maintenance.	LS	1		

Note:

- 1) The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract, subject to meeting techno-commercial requirements.
- 2) NIWE may consider entering into an AMC based on the requirement, for which the bidder has to quote the rates separately and not in BOQ along with other bid documents. However, the AMC rates will not be considered for financial evaluation

6. OTHER STANDARD FORMS

Section	Contents	
6	Other Standard Forms	
6.1	Technical and Commercial Bid submission form	Annexure 1
6.2	Manufacturer's Authorization Form	Annexure 2
6.3	Bid Securing Declaration	Annexure 3
6.4	Pro-forma of Bank Guarantee for Contract Performance	Annexure 4
6.5	Bidder details	Annexure 5
6.6	Compliance to Eligibility Criteria	Annexure 6
6.7	Documents to be uploaded	Annexure 7
6.8	Technical Compliance Sheet	Annexure 8
6.9	Declaration Sheet	Annexure 9
6.10	Check -list	Annexure 10



Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

Annexure - 1

TECHNICAL AND COMMERCIAL BID SUBMISSION FORM

Ref No.

Date

To
The Division Head (Finance & Administration),
National Institute of Wind Energy,
Velachery – Tambaram Main Road,
Pallikaranai,
Chennai 600100

Dear Sirs,

We hereby submit our bid for “.....” for NIWE, Chennai as outlined in your bidding document. We have understood the instructions and the terms and conditions mentioned in the bidding documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required.

- We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the bidding documents.
- We declare that the work will be executed strictly in accordance with the requirement.
- Our proposal shall remain valid for acceptance for a period of 120 days from the date of opening of the 'Technical & Commercial Proposal' by NIWE.
- We confirm that the prices quoted by us in the 'Price Bid' are firm and shall not be subject to any variation for the entire period of the contract.
- We confirm that the prices quoted by us in the 'Price Bid' include all taxes, duties and levies payable by us.
- We hereby furnish our 'Technical and Commercial Bid' comprising the following as per prescribed formats
 - i. Technical and Commercial Bid Submission form (Bid Form 1)
 - ii. Documents in support of meeting Qualifying Requirements stipulated in NIT
 - iii. Certificate towards Technical literature
 - iv. Acceptance of Fraud Prevention Policy
 - v. Any additional literature in support of Bid documents (please specify)

Yours truly,
Signature.....
Name.....

- Date.....
- Place.....

Designation

MANUFACTURER'S AUTHORIZATION FORM
(to be submitted on the letter head of the manufacturer)

To
The Division Head (Finance & Administration),
National Institute of Wind Energy,
Velachery – Tambaram Main Road, Pallikaranai,
Chennai 600100

Sub: Letter of Authorization

Ref: Notice Inviting Tender No.: dated

For(Name of the tender).....

Dear Sir,

We hereby confirm that:

- a. we are the manufacturers of
- b. M/s _____(Name of Bidder)____are authorized to supply the (se) item (s) to you.
- c. They shall supply and provide allied support & subsequent maintenance services during the currency of the contract.
- d. we extend our full guarantee and warranty with respect to the Goods offered by the above firm in reply to this NIT and subsequent maintenance, supply of spares & services in the event of award of contract.
- e. In the event of their failure to perform any of the activities detailed above w.r.t products manufactured & supplied by us we undertake to arrange to perform the same, without any additional financial implication to NIWE.

BID SECURING DECLARATION

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)



Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

Annexure- 4

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(If given in the form of Bank Guarantee)

Date:

The Division Head (Finance & Administration),
National Institute of Wind Energy,
Velachery – Tambaram Main Road,
Pallikaranai,
Chennai 600100
Dear Sirs,

In consideration of the NIWE, (hereinafter referred to as the ‘Purchaser’ which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered/Head Office at.....(hereinafter referred to as the ‘Seller’ which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a Contract by issue of Purchaser’s Purchase Order No..... datedand the same having been unequivocally accepted by the seller resulting in a ‘Contract’ valued at for(scope of work/contract) and the seller having agreed to provide a contract performance guarantee of the faithful performance of the entire contract equivalent to five percent (5%) of the said value of the contract to the purchaser.

We,(Name & Address of Bank) having our Head Office at(hereinafter referred to as the ‘Bank’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors & assigns), do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Seller to the extent of as aforesaid at any time up to (*)without any demur, reservation contest, recourse, or protest and/or without any reference to the Seller. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and Seller or any dispute pending before any court Tribunal, Arbitrator or any other Authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the purchaser and further agrees that this guarantee herein contained shall continue to be enforceable till the purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of Contract by the Seller. The Purchaser shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Seller, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between the Purchaser and the Seller or any other course of remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the purchaser at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the seller and notwithstanding any security or other guarantee that the purchaser may have in relation to the seller’s liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to and it shall remain in force up to and including(*) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s on whose behalf this guarantee has been given.

Dated thisday of20.....at

WITNESS

SIGNATURE

NAME

OFFICIAL ADDRESS

BANK’S COMMON SEAL

BIDDER DETAILS

Bidders Name and Address:

The Division Head (Finance & Administration),
National Institute of Wind Energy,
Velachery – Tambaram Main Road,
Pallikaranai,
Chennai 600100

Dear Sirs,

We, hereby authorize the Owner to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

(TO BE FILLED IN CAPITAL LETTERS)

1.NAME OF THE BIDDER	
2.ADDRESS	
3.PIN CODE	
BANK PARTICULARS	
A)BANK NAME	
B) BANK TELEPHONE NO. (WITH STD CODE)	
C) BRANCH ADDRESS	
D) BANK FAX NO (WITH STD CODE)	
E) BRANCH CODE	
F) BANK ACCOUNT NUMBER	
G) 11 DIGIT IFSC CODE OF THE BANK BRANCH	
H) BANK ACCOUNT TYPE (TICK ONE)	
SAVING CURRENT LOAN CREDIT OTHERS	
IF OTHERS, SPECIFY	
5. PERMANENT ACCOUNT NUMBER (PAN)	
6. Valid E-MAIL Address and Contact Number for Correspondence	

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Owner responsible SIGNATURE.

DATE

Name:

(AUTHORISED SIGNATORY) OFFICIAL STAMP

Annexure- 6

COMPLIANCE TO ELIGIBILITY CRITERIA

Sl.No	Name of Project	Name of Client (Address, phone & email)	Capital cost of Commencement of the project	Date of Completion of the Project	Duration
<u>1</u>					
<u>2</u>					
<u>3</u>					
<u>4</u>					
<u>5</u>					

Note:

The Firm should attach separate sheets to provide brief particulars of other relevant experience. Only Projects/work completed before the Tender issue date should be mentioned. Sufficient documentary evidence of the work (Work Order and Completion Certificate) satisfying the condition shall be attached.

Annexure - 7

DOCUMENTS TO BE UPLOADED

Sl.No.	Particulars	
1.	Scanned Copy of Annexure 1-5	
2	Scanned copy of NSIC /MSME certificate	
3.	Registration certificate and GST Certificate of the organization	
4.	Auditor Certificate confirming the Turnover for the past three years 2018-19,2019-20,2020-21	
5.	Customer feedback Certificate for 3 successful completion of similar activities in marine environment as per Clause 3.3 (Special Conditions of Contract)	
6.	Compliance to eligibility criteria (Annexure 6)	
7.	Technical Compliance Sheet Annexure 8	
8.	Declaration sheet Annexure 9	
9.	Tender Check-list Annexure -10	

Annexure-8

TECHNICAL COMPLIANCE SHEET

1	Willing to provide the sufficient manpower and equipment to carry out this project		
2	Willing to provide detailed design for support jacket, piles and platform for all LiDAR locations		
3	Willing to provide fabrication drawings for support jacket, piles and platform for LiDAR locations		
4	Willing to provide detailed methodology for decommissioning the platform after two years, however execution is not included in this tender.		
5	Willing to supply materials and fabricate the support structure as per specifications.		
6	Willing to provide installation methodology for positioning of guiding jacket and driving the piles using suitable marine spread at specified locations and details on the hammer and other allied equipment.		
7	Willing to drive up to required depth using suitable hammer and suitable marine spread (barge/ vessel).		
8	Willing to carry out the work as described in the attached specifications.		
9	Agreeable for providing the necessary insurance for men / equipment / material and vessels as per the existing norms for offshore installation in India.		
10	Willing to submit the detailed design within 45 days as per attached specifications		
11	Willing to complete the entire work in 120 days as per attached specifications		

Signature of Supplier, seal and date:

Contact Person Details:

Signature of contact Person:

Annexure-9

DECLARATION

(To be given by Bidders in Company letter head by Authorized signatory)

- b. "All the information provided herein and attached hereto are true to the best of knowledge and belief of (Company/Bidder name). It is further certified that in the event of any false information provided by (Company/Bidder name):

- b. The bid submitted by us is liable for rejection summarily at any stage of bidding process and the EMD/Bid Security / submitted by our firm is liable to be invoked in addition to the relevant action under appropriate rules.

- c. In case of contract is awarded to us, the contract is liable for termination and the Performance security submitted by our firm is liable to be forfeited in addition to the relevant action under appropriate rules.

Authorised Signatory with date

TENDER CHECK LIST

(To be submitted on Company's Letterhead)

Important Notice: To aid the bidders in submitting the offer, a checklist is included in the Bid Document. The bidders must fill this, Sign, seal and Submit compulsorily along with the tender.

Pre-Qualification Criteria:

S. No.	Details	Submission Indicate (Yes/No)
1	Have you furnished bid security or Bid Securing Declaration	
2	Have you furnished BIDDER INFORMATION FORM?	
3	Have you furnished Manufacturers Authorization Form ?	
4	Have you furnished TENDER ACCEPTANCE LETTER?	

Technical Criteria :

Sl. No.	Details	Submission Indicate Yes/No
1	Have you furnished TECHNICAL LITERATURE?	
2	Have you furnished Techno-Commercial Bid)without Price	
3	Have you furnished CLIENTELE LIST?	
4	Have you furnished Deviation Statement / Compliance Statement?	
5	Have you furnished PERFORMANCE STATEMENT?	
6	Have you furnished SERVICE SUPPORT DETAILS?	

Techno-commercial Criteria:

S. No.	Details	Submission Indicate Yes/No
1	Have you furnished copy of MSME/ START UP/ SSI REGISTRATION if any ?	
	Have you furnished Last two year satisfactory services being provided by the firm ?	
3	Have you furnished Copy of PAN card and GST in the name of Firm/Proprietor ?	
4	Have you furnished COPY of RTGS/Bank details	
5	Have you furnished Certificate from CA regarding turnover for last two years?	

Design, Fabrication, Supply, Transportation, Civil foundation works, erection and Commissioning of 120m (450mm*450mm) Lattice Mast at Kayathar, Tamil Nadu

Financial Criteria:

Sl. No.	Details	Submission Indicate Yes/No
1	Have you furnished Price Bid ?	
2	Have you furnished PRICE BID as per BOQ?	
3	Have you provided rates for 2 years of AMC in accordance with clause 3.9(1) of special conditions of contract.	

Signature of the Bidder, with Official Seal

Name and Contact No

Important

Non -submission of supporting document w.r.t the above will lead to rejection of the technical bid. Bidders are requested to carefully upload the supporting document in relevant section wherever required. If you fail to do so your bid may be rejected summarily.