



नीवे NIWE
(ISO 9001 Certified)

TENDER DOCUMENT FOR RATE CONTRACT OF CIVIL FOUNDATION WORKS, ERECTION, DISMANTLING OF WIND MONITORING MASTS ACROSS VARIOUS LOCATIONS IN INDIA

 नीवे NIWE (ISO 9001 Certified)	<p>राष्ट्रीयपवनऊर्जासंस्थान (नवीनऔरनवीकरणीयऊर्जामंत्रालयकेअधीनस्वायत्तअनुसंधानएवंविकाससंस्थान, भारतसरकार) NATIONAL INSTITUTE OF WIND ENERGY (An Autonomous R&D Institution under the Ministry of New and Renewable Energy, Government of India) (पूर्वमें“पवनऊर्जाप्रौद्योगिकीकेंद्र” Formerly “Centre for Wind Energy Technology”) वेलचेरीताम्बरमप्रमुखमार्ग, पल्लिकरणई, चेन्नै - 600 100, 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</p>
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NIT NO:NIWE/PUR/17/122/20

DATE: 09.09.2020

E-Tender is invited for Rate Contract for Civil foundation works, Erection, Dismantling of Wind Monitoring Masts of height 50m to 120m across various locations in India (All States/Union Territories).

1.0	Description & Brief Scope of the work	Rate Contract for 1. Civil Foundation Works for Masts of height 50m to 120m. 2. Erection, Sensors Boom Fitting, Cabling and Dismantling of Wind Monitoring masts of height 50m to 120m. 3. Removal of foundation of Wind Monitoring masts of height 50m to 120m. 4. Sensor Boom fitting and cabling of telecom towers at specified locations.	
2.0	Content of Tender Documents	NIWE invites tender from the Indian Manufacturers / The Authorized Indian Agents / for the aforesaid as per general guidelines mentioned at Forms and Annexure. General Purchase Conditions (GPC) Special Purchase Conditions (SPC) Technical Specifications Bid Price Schedule (BPS)	
3.0	Important Details	Tender Mode	E-Procurement
		Tender Issue date	09/09/2020
		Tender Closing Date and Time	29/09/2020 03:30 PM
		Tender Opening Date and Time	30/09/2020 03:30 PM
4.0	Earnest Money Deposit (Rs.2,50,000/-) (Excluding Bank Charges)	Earnest Money Deposit (EMD) of Rs.2,50,000/- [Rupees Two lakh Fifty Thousand Only] (Excluding Bank Charges) EMD (Refundable to unsuccessful bidders without any interest) in the form of Demand Draft must accompany the offers. Suppliers registered with National Small Industries Corporation (NSIC) such as Micro/Small/Medium/Startup Enterprises registered for supply / service related to this tender are eligible for exemption from payment of EMD for the contract up to the monetary limit for which the unit is with NSIC. (Attested copy of registration certificate should be furnished in support of the claim of exemption).	
4.1	EMD Payment	a) The Bid Security deposit of Rs. 2,50,000/- (Excluding Bank Charges) shall, at Bidders option, be in the form of a Demand draft or Banker's cheque drawn in favor of NIWE payable at Chennai, or a Bank Guarantee from any of the banks specified in the bidding	

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		documents. b) The format of Bank Guarantee towards Bid Security shall be in accordance with the form of bid security included in the bidding documents. The bid Security shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested.
5.0		<p>a) Scanned copy of the EMD details to be uploaded in the NIC portal.</p> <p>b) EMD to be submitted in the form of DD/CHEQUE/NEFT/RTGS well within the tender closing date and time. If EMD is paid by DD/Cheque it should be submitted in the tender box in a separate sealed cover duly super scribing "E-Tender for Civil foundation works, Erection, Dismantling of Wind Monitoring Masts of height 50m to 120m across various locations in India". For NEFT/RTGS the fund transfer details have to be shared with the bidding documents and a copy of the same may be uploaded in the NIC portal.</p> <p>NIWE Account Details are: Bank:-CANARA BANK Account Number: -2874101015439 IFSC Code :- CNRB0002874</p>
6.0	Important Information To Bidder	
	6.1	Issuance of bidding documents to any bidder shall not be construed that such bidder is considered to be qualified.
	6.2	Responses submitted by Bidders who do not meet the qualifying requirements in the General Purchase Conditions or incomplete bids will be rejected.
	6.3	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.
	6.4	NIWE also reserves the right to accept any proposal or to reject all proposals at any time prior to any short-listing, award or contract without incurring any liability or without any obligation to inform the affected party of the grounds for such decision.
	6.5	The proposals shall be opened on the Date & Time mentioned in the documents.
7.0	ADDRESS FOR COMMUNICATION	
	<p>Division Head (Finance & Administration) 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</p>	

Any amendment to the Tender will be published only in the NIWE Website

: <http://niwe.res.in>.

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

Division Head (F&A)

BID PREPARATION AND TENDER SUBMISSION PROCEDURE

- A. Bidders should do the registration in the tender site <http://eprocure.gov.in/eprocureapp> 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 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 Dept of Expenditure, Min. 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 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. The paper based physical Tender submission is not permitted.**

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I.GENERAL PURCHASE CONDITIONS (GPC)

1. INTRODUCTION:

National Institute of Wind Energy (NIWE), an autonomous R&D institution of MNRE, Govt. of India intends for Rate contract for the following works across various locations in India (All the States and Union Territories):

- a) Civil Foundation Works for Masts of height 50m to 120m.
- b) Erection, Sensors Boom Fitting, Cabling and Dismantling of Wind Monitoring masts of height 50m to 120m.
- c) Removal of foundation of Wind Monitoring masts of height 50m to 120m.
- d) Sensor Boom fitting and cabling of telecom towers at specified locations.

2. GENERAL INFORMATION:

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

3. DEFINITIONS:

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

1. OWNERS / BUYER / EMPLOYER shall mean NIWE.
2. Contractor/Supplier shall mean the successful bidder.
3. Wherever "Similar Works" means Civil foundation works, Erection, Dismantling, Lowering and hauling up of Wind Monitoring Masts.
4. "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).
5. "Contract" means the Contract signed by the parties, to which these General Purchase Conditions (GPC) are attached together with all the documents listed in such signed Contract.
6. "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.
7. "Government" means the Government of India.
8. "Local Currency" means the currency of the Government of India.
9. "Party" means the Owner or the Bidder, as the case may be, and "Parties" means both of them.
10. "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 Terms of Reference; and Law Governing the Contract
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.

4. BIDDING DOCUMENTS:

I. General Purchase Conditions(GPC)

II. Special Purchase Conditions (SPC)

III. Technical Specifications

- Bid Form 1 Technical and commercial bid submission form
- Annexure 1 Manufacture's Authorization
- Annexure 2 Proforma of Bank Guarantee for Bid Security
- Annexure 3 Proforma of Bank Guarantee for Contract performance
- Annexure 4 Electronic Fund Transfer form (E.F.T Form)
- Annexure 5 Price Bid/BOQ
- Annexure 6 Documents to be uploaded

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 addenda.
2. Any Corrigendum/addendum issued shall be part of the Bidding Document and shall be published in the NIC 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.

6. PREPARATION OF BID PROPOSALS:

1. Proposals shall be complete in all respect and shall be submitted with requisite information and Annexure. It shall be free from any ambiguity, cutting or overwriting. Any such correction must be initialled 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 initialled 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.

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.

8. LANGUAGE OF BID:

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 the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern. If the bid does not fulfil this condition, the bid shall be rejected straight away.

9. VALIDITY OF OFFER

Since the offer is of Rate contract in nature, the proposals shall remain valid for a period of 2 years from the date of opening of BID. When the validity period is extended by the Bidder, the same shall be done without any modification to the bid proposal by the Bidder.

10. CONDITIONS FOR FORFEITURE OF EMD:

The Earnest Money Deposit/Bid Security shall be forfeited IN any of the following circumstances by the Employer/Owner without any notice or proof of damage to the Owner, etc.

1. If the Bidder withdraws or varies its Bid during the period of Bid validity specified by the Bidder in the Bid Proposal.
2. If the Bidder does not accept the correction of its Bid Price pursuant to clause 18.0 of GPC.
3. 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.
4. In the case of successful Bidder, if the Bidder fails, within the time limit, to furnish the required Contract Performance Guarantee/Security Deposit.

11. RELEASE OF EMD:

1. The Bid Security of all the unsuccessful Bidders shall be returned as promptly as possible, but not later than 1 month after expiration of bid validity. EMD shall not carry any interest.
2. The Bid Security of the successful Bidder shall be retained once the successful Bidder has accepted the Letter of Award/ Purchase Order and furnished the required Contract Performance Guarantee/Security Deposit after adjusting EMD.

12. INELIGIBILITY FOR FUTURE TENDERS:

Notwithstanding the provisions regarding forfeiture of Bid Security specified above, 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.

13. DOCUMENTS FOR QUALIFYING REQUIREMENTS:

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

- The bidder should be a reputed manufacturer/ supplier /dealer with minimum 5 years of experience as on 31/08/2020.
- The average annual turnover of the bidder in the preceding three (3) financial years as on bid opening date shall not be less than 30.00 Lakhs (Scanned Copy of Certificate to be uploaded).
- Supplier should have successfully completed three similar works for the last 5 years (Copy of relevant Purchase Orders to be enclosed). Bidder should attach the relevant documents like work order, work completion certificates for completed Projects/Works/Supplies before the Tender issue date along with the end user certificates. The work order value of the completed similar projects should be either of the following (Values are exclusive of GST):

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- a. Three similar completed supply each costing not less than 40 Lakhs.
Or
 - b. Two similar completed supply each costing not less than 50 Lakhs.
Or
 - c. One similar completed supply costing not less than 80 Lakhs.
- Suppliers registered with National Small Industries Corporation (NSIC) including Micro/Small/Medium/Startup Enterprises & Companies will be exempted from the above qualifying requirements, subject to meeting of quality and technical specifications. **However, end user certificates for the work done for 3 similar works are mandatory without which the bid shall summarily be rejected.**
 - Bidder should provide the proposed detailed work plan, methodology and time Schedule to complete the scope of work in the stipulated time.

14. 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 'Bid Proposal', annexure 5 of Bidding Documents.
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 and/or any convertible foreign currency on firm price basis and to remain valid during the currency of the Contract.
4. The total prices arrived at in the 'Price Bid', are to be entered in the 'BOQ'. These prices shall stand corrected as elaborated elsewhere in this document.

15. DEVIATIONS / EXCLUSIONS SCHEDULE:

1. Bidders should generally agree to all the terms and conditions of the bid documents. However, deviation / exception / assumption, if any should be stated separately in the and 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.

16. 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 BOQ / Bid Price Schedule
 - b) Price adjustment due to discounts offered; and
 - c) Price adjustment due to application of the evaluation criteria.
4. The evaluation criteria specified in Special Purchase Conditions (SPC) shall override all other similar related clauses appearing elsewhere in the bid documents.

17. DISCREPANCIES IN BID:

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.

18. CLARIFICATION OF BIDS:

A prospective Bidder requiring any clarification of the Bidding Document shall seek clarifications through online. 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. 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.

19. CONTACTING THE OWNER:

1. Subject to GPC clause 18, 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.

20. 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.

21. 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 satisfactorily.

22. 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 initially for two years.
3. Successful bidder on whom Contract/LOA/Purchase Order is placed shall hereafter be called Supplier.

23. SIGNING OF CONTRACT:

For order value more than 10 lakhs initially a letter of Intent /PO will be sent from NIWE. Within one week, the contractor should his acceptance to the LOI/PO. Upon the receipt of acceptance, a contract will be signed between NIWE and the successful bidder.

24. DELIVERY / PAYMENT SCHEDULE:

The Delivery of the Goods / services as per agreement **ie., within 30 days from the date of written request from NIWE.**

- 90% of the mast cost and 90% of the transportation cost for mast will be paid on receipt of the masts at the site on production of a certificate from the authorized representative of NIWE/SNA about receipt of the mast in good condition and as per specifications. NIWE, however, reserves the right to retain 5% of the total cost if invoice is raised in batches before full work at all sites are completed, to ensure availability of reasonable security cover with NIWE for the bank guarantee executable against warranty of each installation.
- The balance 10% of the total cost of mast, transportation will be paid after the warranty period or against unconditional bank guarantee (Annexure-2) valid for 3 months beyond rate contract period/Warranty of 2 years.
- The Rates shall be firm throughout the contract period. Contract period shall initially be for a period of 2 years. If needed, the same shall be extended on mutual concurrence basis.

25. CONTRACT PRICE:

The Contract Price shall be as specified in the Purchase Order / LOA.

26. SCOPE OF SUPPLY:

1. The Goods supplied shall be as specified in the technical specification and Price Schedule. The successful bidder shall supply all the Goods as per the Delivery Schedule that may be specified.
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 Supplier 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.

27. 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.

28.INSURANCE:

The Bidder will be responsible for taking out any appropriate insurance coverage at their own cost as may be required for successful completion of the job against all risks including theft/fire. The insurance coverage will be arranged by suppliers.

29.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 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.

30.INDEMNIFICATION:

The Supplier shall, at its own expense, defend and indemnify the owner against all third part 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.

31.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.

32.LIQUIDATED DAMAGES:

The timely delivery of the material and related services is the essence of the contract. In the event of contractor's failure to deliver services of acceptable quality within the stipulated delivery period, the liquidated damages are payable by the Bidder @ 0.5% (one half of one percent) per week of delay or part thereof, of the unexecuted order value. However, the total liability of the Bidder under this clause shall not exceed 5% of the Contract value as awarded.

33.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 there of 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 there of 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 37 of GPC.
7. Notwithstanding clause above, Force Majeure shall not apply to any obligation of the Owner to make payments to the Supplier herein.

34.NO BREACH OF CONTRACT:

The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach or default under the Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and has informed the other Party as soon as possible about the occurrence of such an event.

35.OBLIGATIONS OF THE BIDDER:

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.

36.RISK PROCUREMENT:

In the event of Suppliers failure to render service of acceptable quality in scheduled delivery period, NIWE reserves the right to procure 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 Contract Performance Guarantee (CPG) and or any other action as deemed fit.

37. SETTLEMENT OF DISPUTES:

If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties hereto in connection with or arising out of this Contract, the Parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute(s) or difference(s) arose, such dispute(s) or differences shall be referred to and settled by sole arbitration of the Secretary, Ministry of New and Renewable Energy, New Delhi or his nominee whose decision shall be final and binding for both the parties, under the provisions of The Arbitration and Conciliation Act, 1996 and its subsequent amendments from time to time. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract. The venue of the arbitration shall be Chennai, India.

38. 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.

39. 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.

40. TAXES & DUTIES:

1. The prices shall be subjected to taxes & duties leviable including Goods and Service taxes at prevailing rates as per rules and the Owner shall not be liable for the same.
2. If any rates of tax are increased or decreased, a new tax is introduced, an existing 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.

41. TAX DEDUCTION AT SOURCE(TDS):

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

42. PAYMENTS TO THE BIDDER:

Payment will be made to the account of the bidder and according to the payment terms stated hereunder based on the certification of Group Head. 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 SPC.

43. 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.

44. LIMITATION OF LIABILITY:

Except in cases of criminal negligence or wilful misconduct,

1. The Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and
2. The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement. In the event of summons from Government organizations like GST authorities, NIWE shall recover such sums as directed by the authorities and remit the same to them under intimation to the suppliers

45. 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.

46. OWNERSHIP:

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

47. 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:

- I. 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.
- II. "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.
- III. "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
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. 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;
 - 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 share-holders agreements or voting agreements;
 2. 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;
 3. 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;

**TENDER DOCUMENT FOR RATE CONTRACT OF CIVIL FOUNDATION WORKS, ERECTION,
DISMANTLING OF WIND MONITORING MASTS ACROSS VARIOUS LOCATIONS IN INDIA**

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. 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.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. 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.

48. 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 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).

49. 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 stated duration.

A declaration shall also be attached along with the bid as given at Annexure 7.

II. SPECIAL PURCHASE CONDITIONS (SPC)

1. LOCATION:

Location shall be across India which includes all the States and Union Territories.

2. BIDDING TYPE:

- Two Bid Systems (Technical and Price Bid).

3. EVALUATION CRITERIA:

- Evaluation shall be done on individual BOQ sheet basis for respective States.
- BID Price shall mean the Package price of all items listed in the PRICE BID for its complete scope of Work including transportation for each set of States given in separate BOQ from **BOQ Sheet 1 to BOQ Sheet 8**.
- The Final evaluation shall be done on individual BOQ basis. That means bidder who has quoted lowest rates for a BOQ shall be the L1 for that particular set of States where work is to be undertaken during the Rate Contract period.
- Transportation charges have to be quoted per kilometer basis in each set of States from BOQ Sheet 1 to Sheet 8. Transportation charges include Permit, toll booth charges, Loading and unloading charges and any other charges related to transportation services in this regard.
- Separate Rate contract orders will be issued for L1 bidder for the particular set of States in a BOQ where the work has to be undertaken.
- All the materials supplied shall be in line with the specifications mentioned as per the directions from NIWE Technical team. Separate technical compliance sheet shall be given in support of the materials to be supplied, failing which NIWE reserves the right to reject the technical bid.
- GST is applicable for the prices quoted at prevailing rates as per rules. Hence prices may be quoted excluding GST. No representation for enhancement of price accepted will be considered.
- 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.
- The Goods and service tax will not be considered for bid evaluation.
- After scrutiny of Technical offers by a competent team, the price bids of the technically qualified tenderers will be opened. The selected suppliers / Vendors shall be informed accordingly. However, NIWE reserve the right to modify the technical specification and to call for fresh bids if need be.

4. WARRANTY:

The Supplier shall give warranty 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. The warranty is for a period of 3 years from the date of supply.

5. SCOPE OF WORK/SUPPLY:

The scope of work is

- Erection, Sensor booms fitting and cabling of wind monitoring masts of height 50m to 120m including sensor fitting.
- Dismantling of wind monitoring masts of height 50m to 120m
- Removal of Foundation of wind monitoring masts of height 50m to 120m
- Civil works for taking up erection of wind monitoring masts of height 50m to 120m.
- Sensor Boom fitting and cabling of telecom towers at specified locations.

The tenderer should guarantee the work according to the requirement of NIWE. NIWE will intimate the period of visit to the concerned states for the definite number of each of items work under the scope of work, whenever there is a requirement. The scope of work is not an assured one every month and it is purely on requirement basis. This work contract also does not guarantee any consistent work during the work contract period.

a) Erection of wind monitoring masts:

This refers only to the erection of the mast which includes rectification of defects and painting. NIWE along with the concerned State Nodal Agency (SNA) shall provide all the mast materials at the site to take up the erection anywhere in the country. However necessary manpower, tools and equipment like lifting machines to enable the assembling and lifting of the masts are to be arranged by the tenderer. After erection of the mast, a certificate is to be obtained from the SNA/ NIWE representative that the work has been carried out successfully.

NIWE will provide necessary sensors/booms/cables/guy wires /mast hardware's etc for the rectification work. However necessary manpower, tools and equipment like lifting machines to carry out the work is to be arranged by the tenderer.

In a state there will be single or multiple locations for taking up the work.

b) Dismantling and transportation of wind monitoring mast:

Under this an existing wind monitoring mast at a location is to be dismantled and handed over to the SNA representative for storing. SNA /NIWE shall make necessary arrangements to transport the dismantled mast materials from the locations for storing. However necessary manpower, tools and equipment like lifting machines to enable the dismantling work of the masts are to be arranged by the tenderer. After dismantling of the wind mast a certificate is to be obtained from the SNA/NIWE representative that the work has been carried out successfully.

In a state there will be single or multiple locations for taking up the dismantling work.

c) Civil works:

Under this the tenderer is to carry out the civil works to take up the erection of wind mast as per the civil works drawing given by NIWE. Tenderer is to arrange necessary manpower for earthwork and materials like cement, sand, small stones for construction, water etc. to carry out the work. NIWE /SNA will provide the necessary foundations anchors at the site to complete the work. NIWE/SNA will make necessary arrangements for the clearance of the site to take up the work.

In a state there will be single or multiple locations for taking up the work.

d) Mounting of Sensors, Cables & Booms:

Under this, the tenderer needs to carry out mounting of sensors, cables and booms on the already existing Masts and to be erected newly for all the locations specified in the BOQ sheet 1 to sheet 8.

Mounting of Sensors, Cables and Booms has to be carried out at specified locations only mentioned in BOQ Sheet 6 and Sheet 7.

e) Transportation:

Transportation of materials in connection with Erection, Civil works and Dismantling of masts or any other work related to this rate contract across India shall be quoted per Kilometer basis, which includes toll charges, permit and any other charges related to such services. The transportation charges shall be quoted for each set of States mentioned from BOQ Sheet 1 to Sheet 8. No escalation of Transportation per kilometer charges will be permitted till the end of contract period which will be specified in the Purchase order, unless the charges have been reviewed on mutually agreeable basis.

The end to end distance travelled will be based on the minimum distance which is shown in Google map and charges shall be provided only for the shortest distance so travelled. Loading and unloading during transportation of the mast materials are also in the scope of the supplier.



**TENDER DOCUMENT FOR RATE CONTRACT OF CIVIL FOUNDATION WORKS, ERECTION,
DISMANTLING OF WIND MONITORING MASTS ACROSS VARIOUS LOCATIONS IN INDIA**

Bid Form- 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 2 years 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 the NIT
 - iii. Certificate towards Technical literature
 - iv. Acceptance of Fraud Prevention Policy
 - v. Any additional literature in support of Bid documents (please specify)

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

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



**TENDER DOCUMENT FOR RATE CONTRACT OF CIVIL FOUNDATION WORKS, ERECTION,
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Annexure- 1

PROFORMA OF BANK GUARANTEE FOR BID SECURITY/EMD

Bank Guarantee No.....

Date:

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

Dear Sirs,

In accordance with your NIT No. datedM/s.....(***).....
having its registered/Head Office at(hereinafter called the
'Bidder') wish to participate in the said Bid for(name of
tender).....

As an irrevocable Bank Guarantee against Bid Security for an amount of(*) valid
for days from(**), is required to be submitted by the Bidder as a
condition precedent for participation in the said bid, which amount is liable to be forfeited on the
happening of any contingencies mentioned in the Bidding Documents.

We, the[Name and address of the Bank]..... having our head office at
.....(#)..... guarantee and undertake to pay immediately on demand by NIWE
(hereinafter called 'the Owner') the amount(*)..... (in figures and words)
without any reservation, protest, demand and recourse. Any such demand made by the said
'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by
the Bidder.

This guarantee shall be irrevocable and shall remain valid up to(@)..... . If any
further extension of this guarantee is required, the same shall be extended to such required
period (not exceeding one year) on receiving instructions from M/s[Bidders
name]..... on whose behalf guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp
on this Day of20..... at

Witness

Signature.....

Designation.....

Bank's Common Seal.....

Power of Attorney No.....

Official Address



**TENDER DOCUMENT FOR RATE CONTRACT OF CIVIL FOUNDATION WORKS, ERECTION,
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Annexure- 2

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

Bank Guarantee No.....

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..... dated and 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 hereinabove our liability under this guarantee is restricted toand 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



**TENDER DOCUMENT FOR RATE CONTRACT OF CIVIL FOUNDATION WORKS, ERECTION,
DISMANTLING OF WIND MONITORING MASTS ACROSS VARIOUS LOCATIONS IN INDIA**

Annexure - 3

E.F.T. Form

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)

NAME OF THE BENEFICIARY	
ADDRESS	
PIN CODE	
TELEPHONE NO. (WITH STD 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) 9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE	
G) BANK ACCOUNT NUMBER	
H) 11 DIGIT IFSC CODE OF THE BANK BRANCH	
I) BANK ACCOUNT TYPE (TICK ONE) SAVING CURRENT LOAN CREDIT OTHERS	
IF OTHERS, SPECIFY	
5. PERMANENT ACCOUNT NUMBER (PAN)	
6. E-MAIL Address for Intimation regarding release of payments	

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

(AUTHORISED SIGNATORY)

Name:

OFFICIAL STAMP:

Annexure -4

**E-TENDER FOR CIVIL FOUNDATIONS WORKS, ERECTION, DISMANTLING AND REMOVAL OF FOUNDATION OF
WIND MONITORING STATIONS, (ALL STATES/UNION TERRITORIES)**

I. Profile of the Firm/Company:

1.	Name of the Firm/Company	
2.	Address of the Registered Office of the Firm/Company Tel. No. Fax No.	
3.	Constitution of the Firm/Company (Govt./ Public / Private / Partnership / Proprietorship Firm) and year of constitution	
4.	Annual turnover for the previous three years	2017-2018 Rs. 2018-2019 Rs. 2019-2020 Rs.
5.	Names of the Government Departments / Undertakings and other reputed organizations to whom the provision of similar services was made recently (copies of orders should be enclosed)	1. 2.
6.	Name of the person and Telephone numbers to be contacted for the above tender	
7.	P.F. Code No.	
8.	Income Tax PAN	
9.	GSTIN Registration number	

Signature:

PRICE BID/BOQ SHEET 1

Sl. No.	State/ UT	Lattice Mast size in mm	Height of the mast (m) L= Lattice		Mast Erection & Cabling, Sensors Boom fitting	Mast Dismantling	Civil works and foundation	Removal of Foundation Material	Sensors Boom, Cabling, Sensors fitting for Telecom Tower	Total
1	Tamil Nadu, Karnataka, Andhra Pradesh, Telangana Kerala & Pondicherry	Up to 500*500 mm	50 to 80	L					NA	
			81 to 100	L						
Transportation Charges (Per Kilometer) including Permit, Toll booth Charges, loading and unloading charges etc.										

PRICE BID/BOQ SHEET 2

Sl. No.	State/ UT	Lattice Mast size in mm	Height of the mast (m) L= Lattice		Mast Erection & Cabling, Sensors Boom fitting	Mast Dismantling	Civil works and foundation	Removal of Foundation Material	Sensors Boom, Cabling, Sensors fitting for Telecom Tower	Total
1	Maharashtra, Madhya Pradesh, Gujarat	Up to 500*500 mm	50 to 80	L					NA	
			81 to 100	L						
Transportation Charges (Per Kilometer) including Permit, Toll booth Charges, loading and unloading charges etc.										

**TENDER DOCUMENT FOR RATE CONTRACT OF CIVIL FOUNDATION WORKS, ERECTION,
DISMANTLING OF WIND MONITORING MASTS ACROSS VARIOUS LOCATIONS IN INDIA**

PRICE BID/BOQ SHEET 3

Sl. No.	State/ UT	Lattice Mast size in mm	Height of the mast (m) L= Lattice		Mast Erection & Cabling, Sensors Boom fitting	Mast Dismantling	Civil works and foundation	Removal of Foundation Material	Sensors Boom, Cabling, Sensors fitting for Telecom Tower	Total
1	Chhattisgarh, Uttar Pradesh, Chandigarh, Jharkhand, Uttar Khand, Odisha, Bihar & West Bengal	Up to 500*500 mm	50 to 80	L					NA	
			81 to 100	L						
Transportation Charges (Per Kilometer) including Permit, Toll booth Charges, loading and unloading charges etc.										

**TENDER DOCUMENT FOR RATE CONTRACT OF CIVIL FOUNDATION WORKS, ERECTION,
DISMANTLING OF WIND MONITORING MASTS ACROSS VARIOUS LOCATIONS IN INDIA**

PRICE BID/BOQ SHEET 4

Sl. No.	State/ UT	Lattice Mast size in mm	Height of the mast (m)		Mast Erection & Cabling, Sensors Boom fitting	Mast Dismantling	Civil works and foundation	Removal of Foundation Material	Sensors Boom, Cabling, Sensors fitting for Telecom Tower	Total
			L= Lattice							
1	Punjab, Rajasthan, Haryana, Himachal Pradesh & New Delhi	Up to 500*500 mm	50 to 80	L					NA	
			81 to 100	L						
Transportation Charges (Per Kilometer) including Permit, Toll booth Charges, loading and unloading charges etc.										

**TENDER DOCUMENT FOR RATE CONTRACT OF CIVIL FOUNDATION WORKS, ERECTION,
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PRICE BID/BOQ SHEET 5

Sl. No.	State/ UT	Lattice Mast size in mm	Height of the mast (m) L= Lattice		Mast Erection & Cabling, Sensors Boom fitting	Mast Dismantling	Civil works and foundation	Removal of Foundation Material	Sensors Boom, Cabling, Sensors fitting for Telecom Tower	Total
1	Jammu & Kashmir, Leh & Ladakh, Kargil	Up to 500*500 mm	50 to 80	L					NA	
			81 to 100	L						
Transportation Charges (Per Kilometer) including Permit, Toll booth Charges, loading and unloading charges etc.										



नीचे NIWE
(ISO 9001 Certified)

**TENDER DOCUMENT FOR RATE CONTRACT OF CIVIL FOUNDATION WORKS, ERECTION,
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PRICE BID/BOQ SHEET 6

Sl. No.	State/ UT	Lattice Mast size in mm	Height of the mast (m) L= Lattice		Mast Erection & Cabling, Sensors Boom fitting	Mast Dismantling	Civil works and foundation	Removal of Foundation Material	Sensors Boom, Cabling, Sensors fitting for Telecom Tower	Total
1	Lakshadweep and Andaman & Nicobar Island	Up to 500*500 mm	50 to 80	L						
			81 to 100	L						
Transportation Charges (Per Kilometer) including Permit, Toll booth Charges, loading and unloading charges etc.										

**TENDER DOCUMENT FOR RATE CONTRACT OF CIVIL FOUNDATION WORKS, ERECTION,
DISMANTLING OF WIND MONITORING MASTS ACROSS VARIOUS LOCATIONS IN INDIA**

PRICE BID/BOQ SHEET 7

Sl. No.	State/ UT	Lattice Mast size in mm	Height of the mast (m)		Mast Erection & Cabling, Sensors Boom fitting	Mast Dismantling	Civil works and foundation	Removal of Foundation Material	Sensors Boom, Cabling, Sensors fitting for Telecom Tower	Total
			L= Lattice							
1	Arunachal Pradesh, Meghalaya, Mizoram, Manipur, Tripura, Nagaland & Sikkim, Assam	Up to 500*500 mm	50 to 80	L						
			81 to 100	L						
Transportation Charges (Per Kilometer) including Permit, Toll booth Charges, loading and unloading charges etc.										

PRICE BID/BOQ SHEET 8

Sl. No.	State/ UT	Lattice Mast size in mm	Height of the mast (m) L= Lattice		Mast Erection & Cabling, Sensors Boom fitting	Mast Dismantling	Civil works and foundation	Removal of Foundation Material	Sensors Boom, Cabling, Sensors fitting for Telecom Tower	Total
1	Tamilnadu, Karnataka	Up to 800*800 mm	120m	L					NA	
Transportation Charges (Per Kilometer) including Permit, Toll booth Charges, loading and unloading charges etc.										

Bidder specification:

The column should give complete and clear information against each item. Incomplete ambiguous response will lead to meeting the tender as incomplete. T-Tubular, L-LatticeCivil Works means, total number of foundations to be carried out for a single mast, likewise.

DOCUMENTS TO BE UPLOADED

Sl. No	Particulars	
1.	Scanned Copy of EMD / NSIC /MSME certificate	
2.	Registration copy of the organization	
3.	Auditor Certificate confirming the Turnover for the past three years 2017-18, 2018-19,2019-20	
4.	End user certificate for three successful completion of similar works for the past five years	
5.	GST Registration certificate	

Annexure-7

DECLARATION

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

“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):

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

Authorised Signatory with date