



**TENDER DOCUMENT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR SENVION 2MW WIND TURBINE GENERATOR AT WIND TRUBINE RESEARCH (WTRS) STATION, KAYATHAR, TUTICORIN DISTRICT, TAMILNADU**

 <b>नीवे NIWE</b> (ISO 9001 Certified)	<p><b>राष्ट्रीय पवन ऊर्जा संस्थान</b>          (नवीन और नवीकरणीय ऊर्जा मंत्रालय के अधीन स्वयत्त अनुसंधान एवं वकजस संस्थान, भजरात सरकार)</p> <p><b>NATIONAL INSTITUTE OF WIND ENERGY</b>          (An Autonomous R&amp;D Institution under the Ministry of New and Renewable Energy, Government of India)</p> <p>(पूवा में "पवन ऊर्जा प्रौद्योगिकी केंद्र" Formerly "Centre for Wind Energy Technology")          वेल्चेरी तजम्बरम प्रमुख मज्जा, पल्लिकरणई, चेन्नै- 600 100, तवमल नजडु, भजरात</p> <p><b>Velachery – Tambaram Main Road, Pallikaranai, Chennai - 600 100, Tamil Nadu, INDIA</b>  <b>Tel No. 044-22463982/83/84, 29001162 / 67 / 95 , Fax No. +91-44-2246 3980,</b>  <b>E-mail : <a href="mailto:purchase@niwe.res.in">purchase@niwe.res.in</a> , website: <a href="http://www.niwe.res.in">www.niwe.res.in</a></b></p>
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**NIT NO: NIWE/PUR/7/182/24**

**DATE: 29.01.2025**

E-Tender is invited for Comprehensive Annual Maintenance Contract for Senvion 2MW Wind Turbine Generator of National Institute of Wind Energy at Wind Turbine Research Station (WTRS) at Kayathar.

1.0	<b>Description &amp; Brief Scope of the work</b>	Comprehensive Annual Maintenance Contract for Senvion 2MW Wind Turbine Generator (1 No.) at WTRS, Kayathar.											
2.0	<b>Content of Tender Documents</b>	NIWE invites Open E-tender from Indian Vendors, for the above, as per following guidelines mentioned at Forms and Annexures..											
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3.0	<b>Important Details</b>	Tender Mode	<b>E-publishing CPP Portal (Two Bid System)</b>										
		Tender Issue date	<b>29/01/2025</b>										
		Pre-Bid Meeting Date	<b>05/02/2025 11:00 AM</b>										
		Tender Closing Date and Time	<b>20/02/2025 11:00 AM</b>										
		Tender Opening Date and Time	<b>21/02/2025 11:00 AM</b>										
4.0	<b>Cost of tender document</b>	NIL											
5.0	<b>Earnest Money Deposit</b>	Earnest Money Deposit (EMD) of Rs.96,000/- (Rupees Ninety Six Thousand Only) to be submitted with Techno-Commercial bid. <ul style="list-style-type: none"> <li>The EMD/Bid Security can be submitted by way of Insurance surety bonds, Account payee demand draft, Banker's cheque, Bank guarantee including E-bank Guarantee, fixed deposit receipt or fund Transfer.</li> <li>Demand Draft/Banker's Cheque, Bank guarantee including E-bank Guarantee should be drawn in favour of National Institute of Wind Energy, Chennai, through any Commercial (Nationalised / Scheduled) Bank in India.</li> <li>The Insurance Surety bond/bank guarantees/FDR should be valid for 45 Days beyond the offer validity period.</li> <li>The Insurance surety bonds should be drawn in favour of the Buyer, through any insurance authorities which are under IRDAI, India.</li> </ul>											



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		<ul style="list-style-type: none"><li>• Fixed deposit receipt drawn through any Commercial (Nationalised/Scheduled) Bank in India and should be in favour of Buyer.</li><li>• Fund Transfer can be made to the Buyer, as per our account and banker's details:</li></ul> <p>NIWE Account Details are: Bank: CANARA BANK (NIOT Branch) (Branch code: 2874) Account Number : 2874101015439 IFSC Code : CNRB0002874</p> <p>MSME/NSIC Bidders are required to compulsorily submit a Bid securing declaration in lieu of EMD, as per format in Annexure-3. The scanned copy of Bid securing declaration duly sealed and signed 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 <b>Annexure-3</b>.</p> <p><b>BIDS UPLOADED WITHOUT EMD/ BID SECURING DELCLARATION AS PRESCRIBED WILL BE REJECTED, ab initio, AND WILL NOT BE EVALUATED FURTHER.</b></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>
<b>5.0</b>	<b>Important Information To Bidder OTHER INSTRUCTIONS</b>	
	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/Special Conditions of Contract 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 or contract without incurring any liability or without any obligation to inform the grounds for such decision.
	5.5	The proposals will be opened Electronically on the Date &Time mentioned in the documents.



<b>6.0</b>	<b>ADDRESS FOR COMMUNICATION</b>
	Division Head (F&A), National Institute of Wind Energy, Velachery – Tambaram Main Road, Pallikaranai, Chennai 600100, Tamil Nadu Phone: EPABX: 91-44-22463982 / 83 / 84 /29001162 67 / 95. Fax: 91-44-2246-3980, Email: purchase@niwe.res.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 frequently to know about the latest updates / amendments / corrigendum / addendum / clarifications if any.**

**Note: Bidders, shall send their queries, if any on the NIT to be discussed in the pre-bid meeting scheduled on 05.02.2025 to the email id [purchase@niwe.res.in](mailto:purchase@niwe.res.in). Pre- bid meeting shall be held through VC on Microsoft Teams Application and the link for the meeting will be provided, two days before the scheduled meeting. Any change in the schedule of pre-bid meeting will be informed through Corrigendum in CPP-Portal and NIWE website.**

**Division Head(F&A)**



## **BID PREPARATION AND TENDER SUBMISSION PROCEDURE**

- A. Bidders shall 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 24x7 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 **cppp-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 unpriced part. The prices should be indicated only in the price bid (BOQ) 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. 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) which is a dedicated digital e-commerce platform. Therefore, it is urged that bidders who are not part of GeM shall kindly be registered in GeM for all Goods and Services which they are providing to have any further business with this Organization. Suppliers can register in GeM as a Seller by accessing the portal [www.gem.gov.in](http://www.gem.gov.in).



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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 Comprehensive Annual Maintenance Contract of Senvion 2MW Wind Turbine Generator at Wind Turbine Research Station of National Institute of Wind Energy at Kayathar-Tutitcorin.

### **2. GENERAL INFORMATION**

The Indian Manufacturers / Suppliers / Authorized Agents / Service Providers 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. NIWE / BUYER / EMPLOYER/LESSEE shall mean NIWE.
2. Supplier/Contractor/Lessor wherever mentioned in the tender document shall mean the Successful Bidder.
3. "Similar Supply/Works" wherever mentioned shall mean Comprehensive Annual Maintenance Contract of Wind Turbine Generators of equivalent capacity mentioned in the scope of work.
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 Conditions of Contract (GCC) 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 NIWE or the Bidder, as the case may be, and "Parties" means both of them. "Personnel" means persons hired by the Bidder as employees and assigned to the performance of the Services or any part thereof.
10. "Services" means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed scope of supply.
11. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
12. Language: English shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
13. Bill of Quantity (BOQ): means Financial Bid / Price bid with proposal.



#### **4. BIDDING DOCUMENTS**

- I. Important Instructions to Bidders**
- II. General Conditions of Contract (GCC)**
- III. Special Conditions of Contract (SCC)**
- IV. Other Standard Forms**

Annexure 1 Technical and commercial bid submission form  
Annexure 2 Manufacturer's Authorization  
Annexure 3 Bid Securing Declaration  
Annexure 4 Proforma of Bank Guarantee for EMD  
Annexure 5 Proforma of Bank Guarantee for Contract performance  
Annexure 6 Bidder details  
Annexure 7 Declaration  
Annexure 8 Abstract of eligible / completed projects of the firms.  
Annexure 9 Price Bid/BOQ  
Annexure 10 Bank Remittance Details.  
Annexure 11 Documents to be uploaded  
Annexure 12 Technical Compliance Sheet  
Annexure 13 Commercial Compliance Sheet

#### **5. AMENDMENT OF BIDDING DOCUMENT**

1. At any time prior to the deadline for submission of the Bids, the NIWE 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 NIWE 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 initialed by the persons who sign the proposals.
2. For the 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





## **7. COST OF BIDDING**

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

## **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 NIWE, 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.
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.

## **9. VALIDITY OF OFFER**

The proposals / offer shall remain valid for a period of **120** days from the date of opening of Bid. In exceptional circumstances the NIWE 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.

## **10. EARNEST MONEY DEPOSIT**

1. *The EMD/Bid security is mandatory requirement as indicated in the cover page. The bidders shall submit the requisite EMD amount and copy of the same shall be submitted along with technical bid for the value indicated in the cover page. Bids without EMD shall be summarily rejected.*
2. The EMD/Bid Security can be submitted by way of:
  - a. Insurance surety bonds, Account payee demand draft, Banker's cheque, Bank guarantee including E-bank Guarantee, fixed deposit receipt or fund Transfer.
  - b. Demand Draft/Banker's Cheque, Bank guarantee including E-bank Guarantee should be drawn in favour of the Buyer, through any Commercial (Nationalised / Scheduled) Bank in India.
  - c. The Insurance Surety bond/bank guarantees/FDR should be valid for 45 Days beyond the offer validity period.
  - d. The Insurance surety bonds should be drawn in favour of the Buyer, through any insurance authorities which are under IRDAI, India.
  - e. Fixed deposit receipt drawn through any Commercial (Nationalised/ Scheduled) Bank in India and should be in favour of Buyer.
  - f. Online fund transfer to NIWE Account, as per our account and banker's details (Annexure-10):  
Bank: CANARA BANK (NIOT Branch) (Branch code: 2874)  
Account Number : 2874101015439  
IFSC Code : CNRB0002874

## **11. RELAXATION TO MICRO AND SMALL ENTERPRISES (MSEs)**



- a) Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) are exempt from submission of EMD (Bid security). Bidders claiming exemption of EMD shall submit signed bid securing declaration as specified in GCC clause 12. Bids uploaded by MSE bidders without Bid Securing Declaration as prescribed will be rejected, ab initio, and will not be evaluated further.
- b) The scanned copy of Bid securing declaration duly signed shall be uploaded along with the bid document.

## **12. BID SECURING DECLARATION**

By signing the bid security declaration (**in case of MSE/ NSIC Bidders**), 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 imposed/effective in the following scenarios:

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 withdraws/modifies/amends, impairs or derogates from the tender, during the period of bid validity.
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.

## **13. VALIDITY OF BID SECURING DECLARATION**

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.

## **14. CONDITIONS FOR FORFEITURE OF EMD**

The Earnest Money Deposit (other than MSE/NSIC Bidders) shall be forfeited on any of the following circumstances by the Employer/NIWE without any notice or proof of damage to the NIWE, 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 withdraws/modifies/amends, impairs or derogates from the tender, during the period of bid validity.
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



## **15. RETURN OF EMD**

1. The EMD 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 EMD of the successful Bidder shall be returned once the successful Bidder has accepted the Letter of Award/ Purchase Order/Gem Contract and furnished the required Contract Performance Guarantee as per Clause No.30 of GCC.

## **16. INELIGIBILITY FOR FUTURE TENDERS**

Notwithstanding the provisions regarding forfeiture of Bid Security/ EMD specified above, if a bidder after having been issued the Letter of Award/Purchase Order, either does not accept the order/Letter of award 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.

## **17. PRE-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 / Service Provider with minimum 5 years of experience as on 31/12/2024 in the similar scope of work.
- The average annual turnover of the bidder in the preceding three (3) financial years as on bid opening date shall not be less than 12.74 Lakhs (Scanned Copy of Certificate to be uploaded).
- The bidder shall have successfully completed similar projects by meeting atleast one of the following conditions: (Copy of relevant work orders along with customer feedback certificate is to be enclosed).
  - a. Three similar completed works costing not less than 25.48 lakhs  
or
  - b. Two similar completed works costing not less than 15.93 lakhs  
or
  - c. One similar completed works costing not less than 12.74 lakhs
- Any other requirements that are not specified herein, detailed in **Section III (Special Conditions of Contract)** of this tender document shall also form as a mandatory part of the qualifying requirements.
- In pursuance to Rule 153 (iii) of GFR-2017, preference to “Make in India” shall be given in Procurement wherever applicable. This tender document complies with the Public Procurement Policy (Make in India), 2017 as amended from time to time.
- Bidder should provide the proposed detailed work plan, methodology and time schedule to complete the scope of work in the stipulated time.

## **18. 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/services as given in the Price Bid without prices, the documentary evidence wherever applicable that the Goods and Related Services conform to the requirements specified.



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.

### **19. 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 Annexure 9 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 only on a firm price basis and to remain valid during the currency of the Contract.
4. Bidders shall necessarily submit the prices in the enclosed format for Bid Price Schedule only. The total prices arrived at in the 'Price Bid', are to be entered in the 'BOQ'.

### **20. DEVIATIONS**

Bidders shall 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.

### **21. EVALUATION OF BIDS**

1. The Buyer will determine whether the Proposals are substantially responsive to the Bidding Document and whether 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 bid price as quoted as per BOQ / Bid Price Schedule
4. Bidders are advised not to indicate separate discounts. Discounts, if any, should be merged in the rates against the quoted items.

### **22. 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.

### **23. CLARIFICATION OF BIDS**



A prospective Bidder requiring any clarification of the Bidding Document shall seek clarifications through online. Should the NIWE 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 NIWE may, at their discretion, ask any Bidder for a clarification of its Bid. The NIWE'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. No clarification regarding Tender shall be entertained after the bid submission due date.

#### **24. CONTACTING THE NIWE**

1. Subject to GCC clause 23, no Bidder shall contact the NIWE 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 NIWE in the NIWE's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

#### **25. NIWE'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

1. The NIWE 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 NIWE's action.
2. Unrealistic bids with either cost which is impossible to execute as per the assessment of NIWE and / or for bidders who show that they are completely inexperienced or have completely inappropriate experience will be rejected.

#### **26. AWARD CRITERIA**

The NIWE will award the Purchase Order / 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. The Contractor shall send the acceptance to NIWE Purchase Order/Contract within Seven days from the date of award of such Purchase Order/Contract.

#### **27. RENDERING OF SERVICES/PAYMENT SCHEDULE**

1. The successful bidder shall render the comprehensive Annual Operation and Maintenance services as per the Purchase order/Contract.
2. Payment shall be done on quarterly basis (after completion of such quarter) subject to satisfactory rendering of services as per the Purchase Order/Contract as the case may be.

#### **28. CONTRACT PRICE**

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

#### **29. SCOPE OF SERVICES**

1. The Services/Goods supplied shall be as specified in the Special Purchase Condition /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 Services 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.

### **30. PERFORMANCE SECURITY DEPOSIT**

1. Successful bidder on whom contract is placed shall hereafter be called the Supplier. Within fourteen (14) days of the receipt of Purchase Order/Contract, the Supplier shall furnish Performance Security Deposit in any form acceptable to the Buyer for 5% value of the order including taxes and duties, valid for 15 months from the date of execution of contract. The validity of performance security deposit shall be extended suitably, in case of extension of contract, if any.
2. Failure of the supplier to submit the above-mentioned Performance Security Deposit shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. In case of MSE/NSIC bidders, the action will be initiated as specified in clause 12 of GCC.
3. The Performance Security can be submitted, in original, by way of Insurance surety bonds, Account payee Demand Draft, Banker's cheque, Bank guarantee (as per Annexure - 5) including E-bank Guarantee, Fixed Deposit Receipt or Fund Transfer.
4. Demand Draft/Banker's Cheque, Bank guarantee including E-bank Guarantee should be drawn in favour of the Buyer, through any Commercial (Nationalised / Scheduled) Bank in India.
5. The Insurance Surety bond/bank guarantees should be valid for 15 months from the date of execution of contract.
6. Fixed deposit receipt drawn through any Commercial (Nationalised/Scheduled) Bank in India should be in favour of Buyer.
7. Insurance surety bonds should be drawn through insurance authorities which are under IRDAI, India.
8. Fund Transfer can be made to the Buyer as per our account and Banker's details given at Annexure-10.
9. The Performance Security Deposit will be returned after successful completion of the entire scope of work in all respects as per PO/Contract terms and final acceptance by NIWE.

### **31. AUTHORISED REPRESENTATIVE**

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

### **32. INSURANCE**

The Insurance shall be as specified in III. Special Purchase Conditions (SPC).





### **33. FREIGHT**

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

### **34. 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.

### **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 NIWE from and against damage, loss and expenses arising from any claim for infringement of patent, copyright, 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 NIWE 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 NIWE 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 NIWE alternative specifications or recommendations to avoid the same and without putting the NIWE to any additional cost.

### **36. INDEMNIFICATION**

- 1) For the purpose of this clause the Supplier/Contractor shall mean and include the successful bidder, its agents, successors, nominees, and sub-contractors and the term NIWE/Buyer/Employer shall mean and include NIWE, its employees, agents, nominees, assignees, successors.
- 2) The Supplier/Contractor shall be liable for any loss, damages, failures, performance issues, breakdowns, etc. caused to the Sensors, Data, Documentation, or any other Equipment corresponding with this project arising due to any act/omission of the Supplier/Contractor and shall indemnify the NIWE for any such loss / damage.
- 3) The Supplier/Contractor while performing its obligations shall protect, defend, indemnify and hold harmless the NIWE against any illness, injuries, death, or any consequential losses that the personnel of the Contractor or Sub-contractor may suffer and the personnel of NIWE in case of negligence attributable to the Supplier/Contractor.
- 4) The Supplier/Contractor shall, at its own expense, defend and indemnify the NIWE against all third party claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, 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.



- 5) The NIWE shall not be liable to pay any compensation to a third party and the Supplier/Contractor shall be fully responsible for the same, including all expenses at the court and legal fees. The NIWE will give notice to the Supplier of any such claim without delay, shall provide reasonable assistance to the Supplier/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/Contractor by the NIWE will not be made while any such suit or claim remains unsettled.

### **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 NIWE 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 NIWE 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.

### **38. MODIFICATION OF CONTRACT**

Modification of the terms and conditions of the Contract is not envisaged. However, if it is required for smooth execution of the project without any financial implication, may only be made by mutual consent evidenced through a written amendment to agreement between the parties.

### **39. LIQUIDATED DAMAGES**

The timely Completion of the Project work at the mentioned location in SPC is the essence of the contract. In the event of supplier's failure to complete the Work within the stipulated period as mentioned in SPC, the liquidated damages are payable by the Bidder @ 0.5% (one percent) per week of delay or part thereof, of the Purchase order value. The total liability of the Bidder under this clause shall not exceed 10% of the Contract value as awarded. However, beyond a reasonable opportunity to complete the work and no sign of improvement, contract can be terminated at the sole risk and cost of the contractor. Performance Security shall stand forfeited. Any money payable to the contractor shall be paid only after completion of the work by NIWE through any other competent contractor under the risk purchase principle where the entire cost overrun shall be to the account of contractor only.

### **40. FORCE MAJEURE**

1. For the purpose of this Tender, the term "Force Majeure" shall mean any unforeseen event, which occurs during the Term of this Contract and which is beyond the reasonable control of either Party, to the extent such an event prevents or delays the affected Party from fulfilling its obligations and the affected Party is not the direct or indirect cause of such an event and is unable to prevent or remove such event at reasonable cost, which include, but not be limited to the following events:
  - a. acts of God;
  - b. a natural disaster (fires, earthquakes, hurricane, cyclone, adverse weather conditions, flooding, storms, epidemic, or pandemic);
  - c. war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
  - d. adverse government order or law;
  - e. actions, embargoes or blockades in effect on or after the date of Contract;



- f. action by any governmental authority;
- g. national or regional emergency;
- h. strikes, labour stoppages or slowdowns or other industrial disturbances.

The term shall exclude the delays or incapacity caused due to negligence or wrong doing of the Party or events that are predicable.

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.
  1. 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.
  2. 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.
  3. 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.
  4. 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 44 of GCC.
  5. Notwithstanding clause above, Force Majeure shall not apply to any obligation of the NIWE to make payments to the Supplier herein.

NIWE will not entertain/allow/pay any claims from the contractor in the event of force majeure/clearance & protocol issues.

#### **41. 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.

#### **42. 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 NIWE and shall at all times support and safeguard the NIWE's legitimate interests in any dealings with Sub-bidder or third parties.



#### **43. 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 Performance Security Deposit and or any other action as deemed fit.

#### **44. SETTLEMENT OF DISPUTES**

1. All the disputes and differences arising between the parties hereto, including any dispute or difference in regard to the interpretation of any provision or term hereof or the meaning thereof, or in regard to any claim of one party against the other or in regard to the rights and/or obligations of any party or parties hereto under this agreement or otherwise, including after the term of the Agreement or until it is terminated, howsoever, shall be referred to a Sole Arbitrator appointed by the mutual consent of both Parties.
2. The Sole Arbitrator shall be appointed within thirty (30) days from the date on which any dispute or difference is referred to Arbitration, failing which the provisions of the Arbitration and Conciliation Act, 1996 will apply.
3. The arbitral proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996.
4. The proceedings of Arbitration shall be conducted in English and the seat of such Arbitration proceedings shall be in Chennai, Tamil Nadu, India.
5. The Courts in Chennai alone shall have exclusive jurisdiction in all the matters of difference or disputes, if any, between the Parties, including the Arbitration Agreement
6. The expenses involved in such Arbitration Proceedings shall be borne and paid by both Parties herein equally.
7. The Award of the Arbitrator shall be final and binding on both Parties."

#### **45. NOTICES**

Any notice, request, or consent sought pursuant to the tender shall be in writing & 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. NIWE or Bidder.

#### **46. TERMINATION**

The NIWE 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 30 days (Thirty 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 NIWE 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 NIWE.
5. If the NIWE, at its sole discretion, decides to terminate this Contract

#### **47. TAXES & DUTIES**



**TENDER DOCUMENT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR SENVION 2MW WIND TURBINE GENERATOR AT WIND TRUBINE RESEARCH (WTRS) STATION, KAYATHAR, TUTICORIN DISTRICT, TAMILNADU**

1. The prices shall be inclusive of all Statutory levies & duties excluding Goods and Service taxes.
2. However, GST at prevailing rates shall be paid on the contract value, as applicable.
3. 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.

**48. TAX DEDUCTION AT SOURCE(TDS)**

TDS will be deducted for applicants based on the rules applicable as per Income Tax Act 1961. Valid Permanent Account Number (PAN) is Mandatory.

**49. PAYMENTS TO THE BIDDER**

Payment will be made to the account of the bidder according to the payment terms stated below:

- a) 25% on the PO value after completion of each quarter based on the certification by NIWE Official In-charge as the case may be.
- b) The payments shall be made after the conditions listed for such payment have been met and the Bidder has submitted Tax Invoice to the NIWE specifying the amount due.
- c) Payment shall be released within 30 days of receipt of invoice complete in all respects.
- d) The contractor shall raise the Tax Invoice for the respective stages, only after getting written acceptance from NIWE official in-charge for successful completion of each quarter to avoid GST issues.

**50. 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.

**51. LIMITATION OF LIABILITY**

- A. Except in cases of criminal negligence or willful misconduct,
  - 1) The supplier/contractor shall be liable for all claims, loss or damages, expenses, loss of use, loss of production, or loss of profits or interest costs resulting from any acts and/or omissions of the Supplier and/or its Staff, relating to their activities in pursuance of the obligations detailed under this tender.
    - a. The Supplier/contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage except those arising out of deficiency in quality or efficiency of the product.
    - b. The obligations applicable to the Supplier/Contractor shall not exempt it from its obligations under clause 39 'Liquidated damages' applicable in the event of failure to comply with the stipulated timelines. If any claims/loss/damage arises due to delay, such claims/loss/damage shall be administered in accordance with this clause.
  - 2) The liability of the Supplier to the Employer, whether under the Contract, in tort or otherwise, shall be proportional to the loss incurred by the Employer and shall not exceed the total



contract price.

- a. Provided that, no limitation mentioned in the above clauses shall apply to any obligation of the Contractor in respect to Intellectual Property infringement as stated under clause 35 & 36.
- B. In cases of criminal negligence or willful misconduct, it will be dealt with the Law of Land.

**52. 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 NIWE and keep NIWE indemnified against all such damages and compensation and against all claims, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto. The insurance shall be within the contract price and responsibility of the contractor. It is also the responsibility of contractor to ensure prompt settlement of such claims as admissible in law without waiting for settlement of insurance claims.

**53. 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.

**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:

- 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 shareholders 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 or 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;

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. 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.

**55. EXTENSION OF CONTRACT:**

NIWE reserves the right to extend the AMC/O&M contract by another one year based on the satisfactory performance at the same rates, terms and conditions.

**56. 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.



### **III. SPECIAL PURCHASE CONDITIONS (SPC)**

#### **1. LOCATION:**

<b>Sl. No</b>	<b>State</b>	<b>Site</b>	<b>WTG Details</b>	<b>Make</b>
1.	Tamilnadu	WTRS Farm, Ayyanaruthu Sub Station, Near Kayathar	2 MW	Senvion

#### **2. BIDDING TYPE:**

- Two bid System (Technical and Price Bid)

#### **3. EVALUATION CRITERIA:**

Evaluation of the equipment shall be carried out as referred herein under.

- Evaluation shall be done on Total Solution basis.
- BID Price shall mean the total package price of all items listed in the PRICE BID for its complete scope of services.
- The overall evaluated cost arrived at in this manner shall be taken for cost comparison and final evaluation.
- 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.
- 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. WTRS Farm, Ayyanaruthu Sub Station, Near Kayathar

#### **4. Wind Turbine Generator Details:**

<b>Sl.no.</b>	<b>Wind Turbine Generator Details</b>				<b>Tariff</b>
	<b>Make</b>	<b>Model</b>	<b>Capacity</b>	<b>Year of Installation</b>	
1	SENVION	K82/2.0	2MW	2009	

#### **5. SCOPE OF SERVICES/WORK:**

##### **5.1 TERM OF O&M CONTRACT**

- a. The Operator shall be responsible for Comprehensive Operation and Maintenance of the SENVION 2 WT WIND TURBINE for a period of one (1) year with provision for extending by one more year based on performance on the same terms and conditions without cost escalation.
- b. The bidder shall be responsible for arranging at his own cost all spare parts required for replacement for keeping the WIND TURBINE operational, repairs / replacement of any defective equipment(s) at his own cost as required from time to time, schedule and preventive maintenance, major overhauling of the equipment, maintaining log sheets/record for operational detail, deployment of staff for continuous operations and qualified engineer for supervision of O&M work, deployment of security personnel so as to ensure smooth operation for the entire period of O&M. Owner shall not pay any





other amount except the agreed O&M charges.

- c. Operation & maintenance of evacuation system up to the point of interconnection with the Grid shall be the responsibility of the O&M Operator. In case of any outage of external lines connected with the wind Turbine, the Operator shall follow up with DISCOM for prompt restoration of the faulty line under intimation to Owner.

## **5.2 SCOPE OF WORK**

The Scope of Work for O&M Contact shall include but not limited to the following:-

1. Supply of spares
2. Consumables
3. All Statutory compliances as applicable at the time of bidding.
4. Arrangement of Tools
5. Arrangement of Controller / SCADA data on real-time to NIWE Server
6. Arrangement of Tackles
7. Crane Management
8. Testing
9. Liaison with all Government agencies
10. All administrative work
11. Maintaining records and submissions to all concerned authorities
12. Security
13. Coordination with the required agencies for revenue realization

Operator shall provide all day to day operation and maintenance services for the wind Turbinet as set forth herein. Operator shall perform the work and arrange/supply all required spare parts, cranes, special tools & tackles or any other items as may be required, in a prudent and efficient manner and in accordance with manufacturer's and systems designers' specifications, Annual Operating Plan for the Plant and O&M manuals.

All applicable laws of the land including environmental protection, pollution, sanitary, employment and safety laws, ("Government Rules") shall be complied.

### 5.3 PRUDENT UTILITY PRACTICE

Operator shall use all reasonable and practical efforts:

- To maximize plant capacity utilization
- To minimize plant downtime
- Optimize useful life of all the equipment of the WTRS Wind Turbine (1 WIND TURBINE).

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

- Prepare Mobilization plan in consultation with the Owner
- Provide the services and personnel set forth in the Mobilization Plan
- Prepare in consultation with the Owner, the initial Annual Operating Plan
- Develop and implement plans and procedures including those for firefighting, maintenance planning, procuring and inventory control of stores and spares, plan to meet emergencies, plant safety and security; and such other facilities and systems as may be necessary to commence Operator's ongoing responsibilities.

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

- i) Provide all operations and maintenance services necessary and advisable to efficiently operate and maintain the WIND TURBINES, including all associated and appurtenant mechanical and electrical equipment keeping in view the objectives set-forth herein above.
- ii) Maintain at the WIND TURBINE accurate and up-to-date operating logs, records and Monthly reports regarding the operation and maintenance of the WIND TURBINE which shall include detail of power output, other operating data, repairs performed and status of equipment, all such records to be maintained for the period of the AMC. Upon expiry of term, the operator shall hand over such records to the Owner. However, Owner shall have access to all such records at any time.
- iii) Regularly update and implement equipment repair or replacement and preventive maintenance program that meet the specifications of the equipment manufacturers and the recommendations of the original equipment manufacturers.
- iv) Perform periodic preventive maintenance and overhauls required for the Plant in accordance with the recommendations of equipment manufacturers. Attend any break down in the Plant/Facility promptly. Inform time taken in attending to such breakdown shortly after restoration of WIND TURBINE.
- v) Provide technical & engineering support for resolving operation and maintenance problems.
- vi) Perform the services required to procure all spare parts, or equipment/s as required, overhaul of parts, tools and equipment, required to operate and maintain the Plant in accordance with the recommendations of individual original equipment manufacturer.
- vii) Operate and maintain the Plant for fire protection and safety of equipment. Fire protection here means that the contractor shall provide all necessary equipment for protection of all WIND TURBINES & balance of plant against fire.
- viii) Maintain with the assistance of the Owner, records regarding the facility in accordance with prudent industry practices.
- ix) Arrange spares, consumables, tools & tackles, crane and testing.
- x) Arrange the data flow from the individual WIND TURBINES (Controller/SCADA) to NIWE Server.





## 5.4 PERSONNEL

The Operator shall employ adequately qualified and experienced personnel for operating and maintaining the WTRS Wind Turbine . The Operator shall ensure that such personnel remain on duty at the WIND TURBINE at all times, twenty-four (24) hours a day and seven (7) days a week

## 5.5 MACHINE AVAILABILITY

- 5.5.1. Operator shall maintain all the WIND TURBINES of the wind Turbine in a befitting manner so as to ensure minimum machine availability as defined in the clauses hereunder and elsewhere in the document.
- 5.5.2 The Operator shall keep the four monthly average minimum machine availability of the WIND TURBINES in the Wind Turbine at not less than 98% during the months of wind season i.e. typically April to October every year.
- 5.5.3 The Operator shall keep the remaining off-season monthly average minimum machine availability of the Wind Turbine at not less than 95% each year.
- 5.5.4 The operator shall guarantee for above minimum Machine Availability. The machine availability includes power evacuation system (up to interface with the Grid).
- 5.5.5 In case the Machine Availability is found to be less than as stated above then the Operator shall pay to the Owner Pre-determined Mutually Agreed Compensation as given at Clause No. 6.7 of this Section.
- 5.5.6 For working out of Annual Average Machine Availability (M.A) of the wind Turbine following formula shall be considered:

Annual Average M.A of the wind farm shall be calculated in the following manner:

$$\text{Annual M.A for each WEG} = \frac{\{8760 - (GF + FM + S + U)\} \times 100}{\{8760 - (GF + FM)\}}$$

$$\text{Annual Average M.A of the wind farm} = \frac{\text{Sum of the annual M.A calculated for each WEG}}{\text{No. of WEGs installed at site}}$$

Where, Recorded Hours = {8760 – (GF + FM + S + U)}

8760 = Number of total hours for a machine in an year (i.e. 24x365 Days)

GF = Grid Failure hours, FM = Force Majeure hours

S = Scheduled Maintenance Hours for a Machine

U = Unscheduled or Forced Maintenance Hours for a Machine



## **5.6 GUARANTEE FOR MAINTAINING POWER FACTOR AND DRAWAL OF REACTIVE POWER**

### **5.6.1 Power Factor**

It will be the responsibility of the Operator to maintain power factor of the wind Turbine not less than the minimum requirement of TRANSCO / DISCOMs so as to minimize drawal of Reactive Power from State grid system.

### **5.6.2 Levy of Reactive Power (KVARh) Charges**

In the event of levy of any charges by State grid on account of reactive power such charges at actual amount shall be deducted from the operator's bills / outstanding operator's credit amount.

## **5.7 PRE-DETERMINED MUTUALLY AGREED COMPENSATION**

In case the machine availability is less than minimum guaranteed value, Contractor shall pay compensation to NIWE in the following manner:

(i) During Wind Season months of a year period from April to October

Machine availability during these months of the year period from April to October shall be maintained at 98%.

In case machine availability of wind Turbine during this period is less than the minimum guaranteed value of 98%, the Contractor shall pay compensation to NIWE in the following manner:

$$COM = [(98 - MAF) \times C \times D] / 100$$

Where,

COM is compensation in Rs. payable to NIWE,

MAF is machine availability factor as calculated in Clause 6.5 is prevailing purchase rate (Feed-in-Tariff) as per PPA

D is actual generation of saleable energy in kWh of the WIND TURBINE during this period

C is the prevailing purchase rate or Feed-in-Tariff, which is the price paid for the electricity generated.

(ii) During remaining months of off-season in a year period

Machine availability during those months of a year shall be maintained at 95%.

In case machine availability of wind Turbine during this period is less than the minimum guaranteed value of 95%, the Contractor shall pay compensation to NIWE in the following manner:

$$COM = [(95 - MAF) \times C \times D] / 100$$

Where,

COM is compensation in Rs. payable to NIWE,

MAF is machine availability factor as calculated in Clause -6.5 is prevailing purchase rate (Feed-in-Tariff) as per PPA

D is actual generation of saleable energy in kWh of the WIND TURBINE during this period

C is the prevailing purchase rate or Feed-in-Tariff, which is the price paid for the electricity generated.



## **5.8. Recovery of Compensation**

The above Compensation will be deducted from price of Comprehensive O&M Contract or from the O&M Security Deposit.

During the free O & M period, Compensation shall be paid by the Bidder else it will be deducted from the Security Deposit.

The total combined Compensation on account of shortfall in machine availability (COM) and on account of transmission loss shall be limited to 100% of annual O&M contract value for that year.

## **5.9 LIAISONING**

It shall be the responsibility of the Operator to liaison with the State Government, concerned Renewable Agency, State Transmission & Distribution Companies, CEIG or any such agency / department which may be required for expediting the O&M. NIWE shall provide needed support if required.

## **5.10 INSURANCE By NIWE**

Insurance policy for Fire and allied perils including earthquake, flood, storms, cyclone, tempest, theft and burglary, and any other purpose, as deemed fit by NIWE, shall be taken by NIWE regularly during O&M contract period. In case of any loss/ claim covered under the policy, O&M contractor shall immediately inform the same to NIWE & facilitate NIWE in filing the claim with Insurance Company. Thereafter, Contractor shall submit all required documents to NIWE for onward submission to Insurance Company for filing claim and take all necessary measures required to protect the interest of NIWE for settlement of such claim.

The Contractor shall replace the damages to equipment which occur on account of events covered under such Insurance Policies, without waiting for settlement of the insurance claim, on the basis of estimation duly approved by NIWE. NIWE shall issue LOA / PO, wherever applicable, to go ahead and carry out repairs / replacement. On settlement of such claims by the Insurance Company, NIWE will bear the additional cost of replacement / repair over and above the insurance claim settled. In the event of rejection of the above claim by Insurance Company, the entire replacement / repair cost will be borne by the Contractor and the amount, if any, given by NIWE for repair / replacement will be refunded back by the contractor.

In case of claim against fire (not attributable to Force Majeure), theft & burglary, NIWE shall only reimburse to the contractor to the extent claim received from the Insurance Company and the differential cost of replacement / repair over and above the insurance claim settled, if any, will be borne by the Contractor. In the event of rejection of the above claim by Insurance Company, entire replacement / repair cost will be borne by the Contractor

## **5.11 By Bidder**

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

- • Insurance to cover third party liability along with an undertaking indemnifying the Owner from any such claim.
- Workmen compensation and /or group personal accidents Insurance policy covering all its employees and works including the sub-contractor.
- Contractor shall also effect and maintain any and all other insurance, which he may be required under any law or regulation or practice from time to time.
- The Contractor may or may not take MBD insurance policy but it would be the responsibility of the Bidder to operate and maintain the wind Turbine and all the associated equipment at his own cost during



the entire O&M period for which NIWE shall pay the agreed O&M charges only. Any replacement / repair / modification of any item / equipment shall be carried out by the Bidder at his own cost during the entire O&M period, so as to have minimum machine down time. NIWE shall not be responsible for any break down / failure of any equipment due to any reason thereof except for Force Majeure / Fire & Allied Perils Events or extraneous reasons. In the case of any delay/ lapse on the part of O&M Contractor in restoring the operations beyond the time periods to be finalized with the successful bidder before signing of the O&M contract, the loss in generation would be charged to the O&M Contractor.

- The Contractor shall take all pre-cautions to prevent fire of any nature in the area of jurisdiction of his operations and in case of any losses arising out of such accidents, due to negligence on the part of the Contractor or Sub contractor, has to be borne by the Contractor.
- The contractor shall replace the damaged equipment without waiting for settlement of insurance claim. In the case of any delay / lapse on the part of O&M Contractor, the loss would be made up by them.
- The scope / type / form of insurance cover mentioned elsewhere in this bid, for the scope of the project for the quoted O&M period, would be superseded by this Clause.( Refer clause 4.8)

### **5.12 SUBMISSION OF DAILY & MONTHLY GENERATION DATA STATEMENT**

A daily report comprising energy generation, grid availability, breakdowns, generation hours, low wind hours, machine availability etc shall be sent through e-mail and /or made available through Customer Relation Manager (CRM) to Owner.

Monthly Generation data statement for net energy delivered to the Utility duly certified by their authorized official shall be furnished to Owner by the Operator not later than 10th day (or earlier ) of the following month/ as per state utility practice.

The Operator shall coordinate with the DISCOM's/required agencies for revenue realization.

### **5.13 OPERATOR'S OFFICE AT SITE**

During the execution of the contract, the Bidder shall ensure responsible person with authority to take decisions to be available at site(s). Such person deputed by the Contractor shall report to the Consultant's Site in-charge, for smooth execution and timely commissioning of the work. The Contractor shall also provide and maintain a site office, at the site, for the use by the owner / its consultant / representative.. Such office shall be open at all reasonable hours to receive instructions, notices or other communications. The Contractor shall be responsible for any misconduct/indiscipline by his employees or sub-Contractor/agent employee's .The Contractor shall abide by the instructions of the engineer in charge, if given in this regard.

### **5.14 POWER OF ENTRY**

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

- i) Fail to operate & maintain the Turbine in conformity with contract document or
- ii) Substantially suspend work or the works for a continuous period of 15 days without permission from the engineer in charge, or
- iii) Fail to carry on and execute the works to the satisfaction of the engineer in charge, or
- iv) Commit or suffer or permit any other breach of any of the provisions of the contract on his part to be performed, or
- v) If the operator abandons the works, or
- vi) If the Operator during the continuance of the contract becomes bankrupt.

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



### **5.15 HANDING OVER THE PLANT AFTER EXPIRY OF TERM**

In the beginning of last month of expiry of term & extension of term as the case may be, the operator shall hand over the plant to the Owner in operationally fit and running condition. The operator shall demonstrate 96 hrs short run test of all WIND TURBINES along with the associated major & critical equipment to ensure that plant is operational and in good running condition in accordance with to the norms of original equipment manufacturer. While handing over the plant, the operator shall hand over all technical documents, literature, and instruction manuals, lists of spare part & tools & tackles. The Operator will also hand over all the relevant record/documents.

### **5.16 DEFECTS / NON ACHIEVEMENT PLANT DEPENDABLE CAPACITY AFTER HANDING OVER**

In order that the Operator could obtain a Handing Over certificate, he shall rectify any defect / non achievement of plant dependable capacity in accordance to the norms of manufacturer arising from the defective Operation & maintenance practices or noncompliance of Prudent Utility Practices or that may have been noticed or

developed during/ after the plant has been taken over, the period allowed for carrying out such works will be normally one month. If any defect could not be remedied or plant dependable achievement capacity in accordance to the norms of manufacturer could not be achieved within a reasonable time the Owner may proceed to do the work at operators risk and expense and deduct from the final bill such amount as may be decided by the Owner.

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



**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 the 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 On the letter head (If required)**

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)





PROFORMA OF BANK GUARANTEE FOR EMD

Bank Guarantee No.....

Date:

Additional Director (Finance & Administration), National Institute of Wind Energy, Velachery – Tambaram Main Road, Pallikaranai, Chennai 600100

Dear Sirs,

In accordance with your NIT No. .... dated .....M/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 NIWE') the amount .....(\*)..... (in figures and words) without any reservation, protest, demand and recourse. Any such demand made by the said 'NIWE' 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 of .....20..... at .....

Witness

Signature.....

Designation.....

Bank's Common Seal.....

Power of Attorney No.....

Official Address .....



PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE/SECURITY DEPOSIT

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 (10%) 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 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 this .....day of .....20.....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)**

NAME OF THE BENEFICIARY	
ADDRESS	
PIN CODE	
TELEPHONE NO. (WITH STD CODE)	
<b>BANK PARTICULARS</b>	
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	
<b>5. PERMANENT ACCOUNT NUMBER (PAN)</b>	
6. Valid E-MAIL Address and ContactNumber 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)OFFICIALSTAMP



**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 relevant action under appropriate rules shall be taken in pursuant to bid securing declaration submitted by us.
- 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**



**Abstract of Eligible/Completed Projects of the Firm  
With reference to Clause 17 of GPC**

Sl. No	Name of Project	Name of Client (Address, phone & email)	Capital cost of project (In Rs. lakhs.)	Date of Commencement of the Project	Date of Completion of the Project	Duration
1						
2						
3						

**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.



**PRICE BID/BOQ**

<b>Sl.no.</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Rate</b>	<b>GST</b>	<b>Total Price</b>
1.	Comprehensive Annual Maintenance of SENVION – 2MW Wind Turbine Generator for a period of <b>one year</b>	1	<b>Not to be provided in technical bid.</b>		

**Note:**

- 1) The financial evaluation shall be based on the above Financial Proposal. The Total shall, therefore, be the amount for purposes of evaluation.
- 2) Goods & Service Tax as per applicable law shall be paid by NIWE as per rules
- 3) 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.
- 4) Complete split-up details for the above quote should be provided by the successful bidder separately.
- 5) Financial evaluation will be done in INR only.
- 6) **Do not quote your rates here. The rate should be quoted in BOQ.XLS only, available in CPP portal.**



**NATIONAL INSTITUTE OF WIND ENERGY  
Bank Remittance Details (INR Payment)**

<b>Sl.No.</b>	<b>Particulars</b>	<b>Remarks</b>
1	Bank Name	Canara Bank
2	Account Number	2874101015439
3	IFSC Code	CNRB0002874
4	MICR Code	600015094
5	Type of Account	SB Account
6	Account Name & Address	NATIONAL INSTITUTE OF WIND ENERGY NIOT Branch (Branch code 2874) Velachery – Tambaram High Road, Pallikaranai, Chennai – 600100 Ph. 044-22462168



**DOCUMENTS TO BE UPLOADED**

<b>Sl. No</b>	<b>Particulars</b>	
1.	Scanned copy of Bid Security Declaration Annexure 3	
2.	Scanned copy of NSIC /MSME certificate	
3.	Registration copy of the organization	
4.	Auditor Certificate confirming the Turnover for the past three years 2021-22, 2022-23 & 2023-2024	
5.	Technical Compliance Sheet Annexure - 12	
6.	Commercial Compliance Sheet Annexure - 13	
7.	GST Registration certificate	
8.	Abstract of Eligible/Completed Projects of the Firm (Eligibility Criteria) Form duly filled in as per Annexure - 8	
9.	Duly filled and signed Annexure - 1, Annexure - 2, Annexure - 4, Annexure - 6, Annexure - 7, Annexure - 9	





**TECHNICAL COMPLIANCE SHEET - CAMC FOR SENVION 2MW WTG**

<b>Sl. No.</b>	<b>Description</b>	<b>Compliance Statement (Yes/No)</b>	<b>Remarks</b>
1	Rate		
2	Scope of Service		
3	Term of the Contract		
4	Scope of Work		
5	Prudent Utility Practices		
6	Personnel		
7	Machine Availability		
8	Compensation		
9	Reactive Power Guarantee		
10	Pre-determined Agreed Compensation		
11	Recovery of Compensation		
12	Liaisoning		
13	Security Deposit		
14	Authorized Representative		
15	Insurance		
16	Freight		
17	Inspection and Tests		
18	Patents		
19	Indemnification		
20	Modification of Contract		
21	Liquidated Damages		
22	Force Majeure		
23	No Breach of Contract		
24	Risk Procurement		
25	Settlement of Dispute		
26	Termination		
27	Taxes and Duties		
28	Tax Deducted at Source (TDS)		
29	Payment to the Contractor		
30	Jurisdiction		
31	Accident or Injury to Workmen		
32	Ownership		
33	Insurance and Scope		
34	Submission of Daily and Monthly Generation Reports		
35	Contractor's Office at Site		
36	Power of Entry		



**TENDER DOCUMENT FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR SENVION 2MW WIND TURBINE GENERATOR AT WIND TRUBINE RESEARCH (WTRS) STATION, KAYATHAR, TUTICORIN DISTRICT, TAMILNADU**

<b>Sl. No.</b>	<b>Description</b>	<b>Compliance Statement (Yes/No)</b>	<b>Remarks</b>
37	Handing Over the Plant After Expiry of the Term		
38	Defects / Non-achievable Plant Dependable Capacity After Handing Over		

**Instructions for Completion:**

1. Service providers are required to complete the “Compliance Statement” column with “Yes” or “No.”
2. Add specific remarks or additional explanations in the "Remarks" column, if necessary.
3. Ensure all fields are duly filled and supported by documentation where applicable.



**COMMERCIAL COMPLIANCE SHEET**

**(To be filled by bidder)**

<b>S.No</b>	<b>Details of Compliance</b>	<b>Yes/No</b>	<b>Remarks</b>
1.	(a) Whether copy of the EMD instrument is scanned and uploaded in the portal? (b) Whether Bid Security declaration is uploaded along with the techno commercial bid (In case the bidder is claiming EMD exemption with valid MSME certificate)?.		
2.	Whether agreed to submit the Contract acceptance within 7 days from the date of Award of Contract /Purchase Order.		
3.	Whether submission of 5 % of the contract value as Performance Security is acceptable?		
4.	Whether Quote is valid for 120 days from the date of tender opening or time specified in the tender document which ever is later?		
5.	Whether agreed to comply with the <b>payment terms</b> as specified in GCC?		
6.	Whether liquidated damage as specified in the NIT is accepted unconditionally?		
7.	Whether the tender submitted is fully complying with tender specification / Adjustment if no, list out deviations very clearly along with the appropriate reason for the deviation.		
8.	Whether the quoted price is realistic?		
9.	Whether duly signed unpriced BOQ bid (Duly indicating the prevalent rate of GST against each line item) is attached along with techno-commercial bid?		
10.	Have you furnished documentary proof for the qualifying requirement along with customer feedback certificate?		
11.	Have you furnished certificate from CA regarding turnover requirement?		
12.	Have you furnished bidder information form?		
13.	Have you furnished tender acceptance in the letter head of the bidder		
14.	Have you furnished copy of PAN card and GST details?		
15.	Have you furnished copy of RTGS/Bank details?		
16.	Have you furnished all relevant annexures 1 to 13, as applicable.		