

**राष्ट्रीय पवन ऊर्जा संस्थान**  
(नवीन और नवीकरणीय ऊर्जा मंत्रालय के अधीनस्वायत्त अनुसंधान एवं विकास संस्थान, भारत सरकार)  
**NATIONAL INSTITUTE OF WIND ENERGY**  
(An Autonomous R&D Institution under the Ministry of New and Renewable Energy, Government of India)  
(पूर्वमें "पवन ऊर्जा प्रौद्योगिकी केंद्र" Formerly "Centre for Wind Energy Technology")  
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NIT NO: NIWE/PUR/6/151/23

DATE: 13.02.2024

Tender for "Preparation of Detailed Project Report (DPR) for Blade Testing Facility (Large Grid connected Wind Turbines)" under TWO-BID SYSTEM.

1.0	<b>Description &amp; Brief Scope of the work</b>	Preparation of Detailed Project Report (DPR) for Blade testing facility (Large Grid connected Wind Turbines)																		
2.0	<b>Content of Tender Documents</b>	<p>NIWE invites Open E-tender from Indian Vendors, for the above, as per following guidelines mentioned at Forms and Annexures.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">S. No</th> <th style="text-align: center;">Details</th> <th style="text-align: center;">Page No.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;"><b>Important Instructions to Bidders</b></td> <td style="text-align: center;">1-4</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;"><b>General Conditions of Contract</b></td> <td style="text-align: center;">5-20</td> </tr> <tr> <td style="text-align: center;">3</td> <td style="text-align: center;"><b>Special Conditions of Contract</b></td> <td style="text-align: center;">21-24</td> </tr> <tr> <td style="text-align: center;">4</td> <td style="text-align: center;"><b>Other Standard Forms &amp; BOQ</b></td> <td style="text-align: center;">25-34</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;"><b>Check List</b></td> <td style="text-align: center;">35-36</td> </tr> </tbody> </table>	S. No	Details	Page No.	1	<b>Important Instructions to Bidders</b>	1-4	2	<b>General Conditions of Contract</b>	5-20	3	<b>Special Conditions of Contract</b>	21-24	4	<b>Other Standard Forms &amp; BOQ</b>	25-34	5	<b>Check List</b>	35-36
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3.0	Important Details	Tender Mode	<b>E-Procurement (Two Bid System)</b>
		Tender Issue date	<b>13/02/2024</b>
		Pre Bid Meeting date	<b>21/02/2024 at 11.00 AM at NIWE, Chennai (Through VC Or in Person - Link will be provided in due course)</b>
		Tender Closing Date and Time	<b>05/03/2024 Till 04:30 PM</b>
		Tender Opening Date and Time (Techno-Commercial Bid)	<b>06/03/2024 at 04:30 PM</b>
4.0	<b>Earnest Money Deposit and Payment</b>	<p>Earnest Money Deposit (EMD) of Rs. 90,000/- (Rupees Ninety Thousand Only) to be submitted with Techno-Commercial bid.</p> <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 the Buyer, 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> <li>• Fixed deposit receipt drawn through any Commercial (Nationalised/ Scheduled) Bank in India and should be pledged in favour of Buyer.</li> <li>• Fund Transfer can be made to the Buyer, as per our account and banker's details:  NIWE Account Details are:  Bank: CANARA BANK (NIOT Branch) (Branch code: 2874)  Account Number : 2874101015439  IFSC Code : CNRB0002874</li> </ul> <p>MSME/NSIC Bidders are required to compulsorily submit a Bid securing declaration as per format in Annexure-5. The scanned copy of Bid securing declaration duly 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 Annexure-5.</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>	

<b>5.0 Important Information To Bidder</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 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: directorfa@niwe.res.in, 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.**

**Division Head (F&A)**

## I Important Instructions to Bidders – CPP Portal

- A. Bidders should do the registration in the Central Public Procurement Portal (CPP-Portal) <http://eprocure.gov.in/eprocure/app> using the option available (online bidder enrolment). The portal enrolment is free of cost. Bidders are advised to go through the instructions/information provided at **Help for Contractors, Information about DSC, FAQ, and Bidders Manual Kit** on Portal's homepage. The Digital Signature registration has to be done with the e-token, after logging into the site.
- B. For any technical related queries regarding online registration please call the Helpdesk. The 24x7 Help Desk Number **0120-4200462, 0120-4001002** Mobile : **+91 8826246593** and E-Mail : [support-eproc@nic.in](mailto:support-eproc@nic.in)  
**Note-** Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details.
- C. For any policy related matter / clarifications kindly contact [cphp-doe@nic.in](mailto:cphp-doe@nic.in) managed by Department of Expenditure, Ministry of Finance.
- D. For any issues / clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority (NIWE).
- E. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- F. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in **.pdf /.xls /.jpeg /.rar** formats only.
- G. After the bid submission, the bid token number given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- H. Bidders should ensure that prices should not be indicated anywhere in the 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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## II GENERAL CONDITIONS OF CONTRACT (GCC)

### 1. INTRODUCTION

National Institute of Wind Energy (NIWE), an autonomous R&D Institution of MNRE, Govt. of India intends to engage a Consultant for "Preparation of Detailed Project Report (DPR) for Blade testing facility (Large Grid connected Wind Turbines)" under TWO-BID SYSTEM.

### 2. GENERAL INFORMATION

The Technical Consultancy Organisations of Indian Origin 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. OWNER / BUYER / EMPLOYER shall mean NIWE.
2. Supplier/Contractor/Consultant wherever mentioned in the tender document shall mean the Successful Bidder.
3. "Similar Supply/Works" wherever mentioned shall mean Preparation of DPR for Blade Test Facility (related to grid connected wind turbines).
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 Owner 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)**

- Annexure 1 Technical and commercial bid submission form
- Annexure 2 Bid Securing Declaration Form (applicable to MSME/ NSIC Organization)
- Annexure 3 Proforma of Bank Guarantee for EMD.
- Annexure 4 Proforma of Bank Guarantee for Contract Performance
- Annexure 5 Bidder details
- Annexure 6 Abstract of Eligible/Completed Projects of the Firm
- Annexure 7 Price Bid/BOQ
- Annexure 8 Documents to be uploaded
- Annexure 9 Declaration
- Annexure 10 Bank Remittance Details
- Annexure 11 Tender Checklist

#### **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.

#### **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 180 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. BID SECURING DECLARATION**

By signing the bid security declaration (**in case of MSME/ 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 2. 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 refuses to withdraw, without any cost to the NIWE, any deviation not listed in prescribed Deviation Schedules of BPS but found elsewhere in the Bid.
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.
5. In the case of a successful bidder, if the bidder fails or refuse to execute the contract as per LoA / PO.

## **11. 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.

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

The Earnest Money Deposit (other than MSME/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 refuses to withdraw, without any cost to the NIWE, any deviation not listed in prescribed Deviation Schedules of BPS but found elsewhere in the Bid.
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.
5. In the case of a successful bidder, if the bidder fails or refuse to execute the contract as per LoA / PO.

### **13. 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 retained once the successful Bidder has accepted the Letter of Award/ Purchase Order and furnished the required Contract Performance Guarantee/Security Deposit.

### **14. 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 or does not sign the Contract Agreement or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in future tenders.

### **15. DOCUMENTS FOR QUALIFYING REQUIREMENTS**

The bidder (Technical Consultancy Organisation) shall furnish documentary evidence in support of meeting the following Qualifying Requirements:

1. The bidder should have minimum 3 year's experience in the similar works as on 31/01/2024.
2. The average annual turnover of the bidder in the preceding three (3) financial years as on bid opening date shall not be less than 12 Lakhs (Scanned Copy of Certificate from Chartered Accountant) to be uploaded.
3. The interested bidder should have successfully completed similar technical consultancy work i.e., DPR Preparation for a Test facility (related to grid connected wind turbines) during past 3 years either directly or through his collaborator which should meet one of the following criteria.
  - a. Three similar completed projects / works, each costing not less than 12 Lakhs  
(or)
  - b. Two similar completed projects / works, each costing not less than 15 Lakhs  
(or)
  - c. One similar completed project / work costing not less than 24 Lakhs.
4. The bidders shall enclose necessary documentary evidence and customer feedback certificates for the experience/pre-qualification against 1 and 3 above. The quality shall be ensured through Customer Feedback certificate for successful projects (Claimed against point 1 and 3 above) in the area of Preparation of DPR for a Test Facility (related to grid connected wind turbines).
5. 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.
6. Indian Bidders registered with National Small Industries Corporation (NSIC) including MSME Organisation will be exempted from prior turn over and experience requirements subject to meeting of quality & technical specifications which shall be ensured through customer feedback certificates.
7. Any Relaxation/Exemption on Eligibility criteria given for NSIC/MSME shall be as per the Public Procurement Policy as entitled for MSME/NSIC by the Government of India.

## **16. 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 a complete list of goods as given in the Price Bid without prices, the documentary evidence wherever applicable that the Goods and Related Services conform to the requirements specified.
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.

## **17. PRICE PROPOSAL**

1. For preparation of the 'Price Proposal/ BOQ', Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Proposal shall be made in 'Bid Proposal', Annexure 7 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.
5. The total prices arrived at in the 'Price Bid', are to be entered in the 'BOQ'. These prices shall stand corrected as elaborated elsewhere in this document.

## **18. DEVIATION/EXCLUSIONS**

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

## **19. EVALUATION OF BIDS**

1. The Owner 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. The evaluation criteria specified in Special Conditions of Contract (SCC) **shall over- ride all other similar related clauses appearing elsewhere in the bid documents.**

## **20. 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.

## **21. CONTACTING THE OWNER**

1. Subject to GCC clause 20, 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.

## **22. NIWE's RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS**

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.

## **23. AWARD CRITERIA**

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

## **24. CONTRACT**

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

## **25. SIGNING OF CONTRACT**

For order value more than 1 Crore initially a letter of Indent/PO will be sent from NIWE. Within one week, the successful bidder should send his acceptance of the LOI/PO. Upon the receipt of acceptance, a contract will be signed between NIWE and the successful bidder.

## **26. PROJECT COMPLETION SCHEDULE:**

The bidder will be responsible for the Completion of entire scope of work and submission of report.

The Entire Project schedule as mentioned in the Technical Specifications has to be completed within a period as specified in clause 7 of Special Conditions of Contract.

## 27. CONTRACT PRICE

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

## 28. SCOPE OF SUPPLY

1. The services rendered shall be as specified in the technical specification and Price Schedule. The successful bidder shall complete the required services as per the Delivery Schedule that may be specified.
2. Unless otherwise stipulated in the Contract (Purchase Order / LOA), the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
3. The Services to be rendered 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.

## 29. PERFORMANCE SECURITY DEPOSIT

Successful bidder on whom contract/LOA /Purchase Order is placed shall hereafter be called the Supplier. Within fourteen (14) days of the receipt of Purchase Order/Letter of Award from the Buyer, 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 12 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.

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 MSME/NSIC bidders, the action will be initiated as specified in clause 10 of GCC.

The Performance 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.

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.

The Insurance Surety bond/bank guarantees should be valid for 12 months from the date of execution of contract.

Fixed deposit receipt drawn through any Commercial (Nationalised/Scheduled) Bank in India should be pledged in favour of Buyer.

Insurance surety bonds should be drawn through insurance authorities which are under IRDAI, India.

Fund Transfer can be made to the Buyer as per our account and Banker's details given at Annexure -10.

The Performance Security Deposit will be returned after completion of entire scope of work as mentioned in SCC in all respects.

### **30. AUTHORISED REPRESENTATIVE**

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

### **31. 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.

### **32. 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., 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.

### **33. MODIFICATION OF CONTRACT**

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

### **34. LIQUIDATED DAMAGES**

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

### **35. FORCE MAJEURE**

1. "Force Majeure" shall mean any event beyond the reasonable control of the NIWE or the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a reasonable time.
4. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either parties' right to terminate the contract.
5. No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall
  - i. Constitutes a default or breach of the Contract.
  - ii. Give rise to any claim for damages or additional cost or expense occasioned there by if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
6. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with Clause 39 of GCC.
7. Notwithstanding clause above, Force Majeure shall not apply to any obligation of the NIWE to make payments to the Supplier herein.
8. NIWE will not entertain/allow/pay any mobilization or demobilization claims from the contractor in the event of force majeure/clearance & protocol issues.

### **36. 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.

### **37. 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.

### **38. 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.

### **39. SETTLEMENT OF DISPUTES**

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



the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award.

(b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

2. The venue of the arbitration shall be the place from where the purchase order or contract is issued.

3. Notwithstanding, any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) The Purchaser shall pay the Supplier any monies due to the Supplier.

#### **40. 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.

#### **41. 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.

#### **42. TAXES & DUTIES**

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.

**43. 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.

**44. PAYMENTS TO THE BIDDER**

Payment will be made to the account of the bidder and according to the payment terms stated in SCC Clause 4.0 based on the certification by NIWE Official Incharge. The payments shall be made after the conditions listed for such payment have been met and the Bidder has submitted an invoice to the NIWE specifying the amount due. The Bidder should submit the invoice as per the milestones/stages as specified in the payment terms clause 6 of SCC. Payment shall be released within 30 days of receipt of invoice complete in all respect as per Payment terms mentioned in SCC.

**45. 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.

**46. 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. It is the responsibility of contractor to ensure prompt settlement of such claims as admissible in law without waiting for settlement of insurance claims.

**47. INTELLECTUAL PROPERTY RIGHT AND COPY RIGHT NIWE'S::**

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

**48. OPTION CLAUSE:**

NIWE reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### **49. CORRUPT/FRAUDULENT PRACTICES:**

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

A declaration shall also be attached along with the bid as given at Annexure 9.

#### **50. 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 of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of

Or

entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

#### **51. LIMITATION OF LIABILITY:**

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 or the obligations arising from this tender.
  - b. The obligations applicable to the Supplier/Contractor shall not exempt it from its obligations under Clause 34 liquidated damages applicable in the event of failure to comply with the stipulated time lines. If any claims/losses/damages 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 31 & 32.

## II. SPECIAL CONDITIONS OF CONTRACT (SCC)

### 1. LOCATION:

The delivery of services shall be at NIWE, Chennai.

### 2. BIDDING TYPE:

Two Bid System (Techno-Commercial & Price bid). Tender is of Indigenous Open in nature and can be quoted in INR only.

### 3. Qualification Criteria:

The bidder (Technical Consultancy Organisation) shall furnish documentary evidence in support of meeting the following Qualifying Requirements:

1. The bidder should have minimum 3 year’s experience in the similar works as on 31/01/2024.
2. The average annual turnover of the bidder in the preceding three (3) financial years as on bid opening date shall not be less than 12 Lakhs (Scanned Copy of Certificate from Chartered Accountant) to be uploaded.
3. The interested bidder should have successfully completed similar technical consultancy work i.e., DPR Preparation for a Test facility (related to grid connected wind turbines) during past 3 years (as on 31.01.2024) either directly or through his collaborator which should meet one of the following criteria.
  - a. Three similar completed projects / works, each costing not less than 12 Lakhs  
(or)
  - b. Two similar completed projects / works, each costing not less than 15 Lakhs  
(or)
  - c. One similar completed project / work costing not less than 24 Lakhs.

### 4. Scope of Preparation of Detailed Project Report (DPR)

DPR is expected to have contents on the following:

<p>Detailed Technical Specifications of the Equipment infrastructure</p>	<p>A Complete literature survey on available Blade Test facilities across the world.          Type of Equipment infrastructure used by above facilities (based on publicly available information)          Equipment infrastructure required as per IEC 61400-23 (latest &amp; earlier versions)          Proposed Equipment Infrastructure for NIWE Blade Test facility          List of available suppliers across globe for major equipment’s of Blade Test Facility          Detailed Technical Specifications of each major equipment of Blade Test Facility</p>
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Requirements for Civil Infrastructure
Roadmap for execution of the Project (Expression of Interest, Tendering, Evaluation, Award of Contract). Major Milestones of activities to be defined in Tender document.
Logistics study requirements (based on the location of the facility, near to the port or it is situated away from Port).
Expected qualifications from bidder for design, supply and construction of the facility. Whether a Single bidder can execute or Consortium or JV is needed.
Minimum Professionals needed to run the facilities & their qualification. Recommendations / advisory on competence development for the personnel
Preparation of Tender document for design, supply and construction of the facility

It is obvious certain information / details may be needed from NIWE for the bidder to prepare DPR. However, the same (Technical information required from NIWE) shall be mentioned in bid document clearly. After allotment of work, bidder shall not seek information which may not be possible.

Technical Proposal submitted during bidding shall have clear methodology of carrying out the tasks, experts involved from their company / collaborator, types of deliverables, list of input parameters needed from NIWE. Also, the methodology needs to be aligned with milestones mentioned under clause on Time Schedule.

## 5. EVALUATION CRITERIA:

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

- Evaluation shall be done on Total Solution basis.
- Responsiveness of the Proposal
- Qualifications, Experience and Management
- Direct and relevant experience with this type of work
- Management plan and a project team with the necessary technical, operational, and administrative experience for successfully completing the project
- Cost Criteria
- BID Price shall mean the total package price of the Project listed in the PRICE BID for its complete scope of Work as mentioned in the **BOQ**.
- The prices quoted must be inclusive of freight, insurance, statutory levies & duties etc., excluding Goods and Service Tax (GST).
- Goods & Service Tax as per applicable law shall be paid by NIWE as per rules.
- The total cost of the Project shall be the total rate mentioned for the items in the **BOQ** Sheet
- The rates accepted should remain firm with no escalation being permitted. No representation for enhancement of price accepted will be considered.
- **TOTAL COST** of the Work arrived after arithmetical corrections including import Duties, statutory levies, freight & insurance etc., as indicated by the suppliers will be considered for the purpose of evaluation.
- The overall evaluated cost arrived at in this manner shall be taken for cost comparison and final evaluation.

- Financial evaluation will be done in INR only.
- Complete split-up details for the TOTAL COST should be provided by the successful bidder separately.
- The Director General reserves the right to accept or reject any /all the quotations in part or full without assigning any reasons whatsoever.
- After scrutiny of Technical offers by a competent team, the price bids of the technically qualified bidders will be opened.
- These 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.

## 6. PAYMENT TERMS

**Payment will be made upon completion of milestones mentioned below under Time Schedule Clause.**

Sl. No.	Description	Months
1.	After Submission of “Detailed Technical Specifications of the Equipment infrastructure” and accepted by NIWE (based on evaluation)	30 % of PO value
3.	Submission of all necessary documents as per the scope except Tender Document, and accepted by NIWE (based on evaluation)	20 % PO value
4.	Preparation of Tender document for design, supply and construction of the facility, and accepted by NIWE (based on evaluation)	25 % PO value
5	Submission of complete DPR, and accepted by NIWE (based on evaluation)	25 % PO value

All the above payments shall be made on submission of the Tax Invoice duly certified by the Project In-charge of NIWE.

## 7. Time Schedule

The Time Schedule for completion of activities after release and acceptance of purchase order by the successful bidder are:

Sl. No.	Description	Months
1.	Submission of “Detailed Technical Specifications of the Equipment infrastructure” and accepted by NIWE (based on evaluation)	2 months from date of Purchase Order
3.	Submission of all necessary documents as per scope except Tender Document, and accepted by NIWE (based on evaluation)	4 months from date of Purchase Order

4.	Preparation of Tender document for design, supply and construction of the facility, and accepted by NIWE (based on evaluation)	5 months from date of Purchase Order
5	Submission of complete DPR, and accepted by NIWE (based on evaluation)	7 months from date of Purchase Order
	Total	7 months

The time schedule for completion of the above is extendable up to a maximum of 3 months, in case the bidder is able to give justifiable reasons for the same. However, no additional payment will be entertained.



## Annexure -1

### TECHNICAL AND COMMERCIAL BID SUBMISSION FORM

Ref No. ....

Date .....

To

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

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

- We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the bidding documents.
- We declare that the work will be executed strictly in accordance with the requirement.
- Our proposal shall remain valid for acceptance for a period of 180 days from the date of opening of the 'Technical & Commercial Proposal' by NIWE.
- We confirm that the prices quoted by us in the 'Price Bid' are firm and shall not be subject to any variation for the entire period of the contract.
- We confirm that the prices quoted by us in the 'Price Bid' include all taxes, duties and levies payable by us.
- We hereby furnish our 'Technical and Commercial Bid' comprising the following as per prescribed formats
  - i. Technical and Commercial Bid Submission form (Bid Form 1)
  - ii. Documents in support of meeting Qualifying Requirements stipulated in NIT
  - iii. Certificate towards Technical literature
  - iv. Acceptance of Fraud Prevention Policy
  - v. Any additional literature in support of Bid documents (please specify)

Yours truly,

Signature.....

Name.....

Designation .....

• Date.....

• Place.....

**BID SECURING DECLARATION FORM**

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)



Tender for "Preparation of Detailed Project Report (DPR) for Blade Testing Facility (Large Grid connected Wind Turbines)" under TWO-BID SYSTEM

Annexure- 3

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 Owner') the
amount .....(\*)..... (in figures and words) without any reservation, protest, demand and recourse. Any such
demand made by the said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

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

In witness whereof the Bank, through its authorized officer has set its hand and stamp
on this ..... Day of .....20..... at .....

Witness
Signature.....
Designation.....
Bank's Common Seal.....
Power of Attorney No.....
Official Address .....



Tender for "Preparation of Detailed Project Report (DPR) for Blade Testing Facility (Large Grid connected Wind Turbines)" under TWO-BID SYSTEM

Annexure- 4

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

Bank Guarantee No.....

Date:

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

Dear Sirs,

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

We, .....(Name & Address of Bank ) having our Head Office at

.....(hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors & assigns), do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Seller to the extent of ..... as aforesaid at any time up to (\*)

.....without any demur, reservation contest, recourse, or protest and/or without any reference to the Seller. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and Seller or any dispute pending before any court Tribunal, Arbitrator or any other Authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the purchaser and further agrees that this guarantee herein contained shall continue to be enforceable till the purchaser discharges this guarantee.

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

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

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

Dated 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)**

1.NAME OF THE BIDDER	
2.ADDRESS	
3.PIN CODE	
<b>1. 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) BANK ACCOUNT NUMBER	
G) 11 DIGIT IFSC CODE OF THE BANK BRANCH	
H) BANK ACCOUNT TYPE (TICK ONE)	SAVING/CURRENT/OTHERS
IF OTHERS, SPECIFY	
<b>5. PERMANENT ACCOUNT NUMBER (PAN)</b>	
6. Valid E-MAIL Address and Contact Number for Correspondence	

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

DATE

Name:

(AUTHORISED SIGNATORY) OFFICIAL STAMP

**Annexure- 6**

**Abstract of Eligible/Completed Projects of the Firm**

<u>Sl.No</u>	<u>Name of Project</u>	<u>Name of Client (Address, phone &amp; email)</u>	<u>Project Value</u>
<u>1</u>			
<u>2</u>			
<u>3</u>			
<u>4</u>			
<u>5</u>			

**Note:**

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

**Price Bid / BOQ**

S.No	Description	Unit	Estimated Quantity	Unit Rate (Rs.)	Total Amount including statutory levies, duties etc., and without GST in INR
1	“Preparation of Detailed Project Report (DPR) for Blade testing facility (Large Grid connected Wind Turbines)” as per the entire scope of work	Nos	1		
	<b>Total</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) Completed 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.**

**DOCUMENTS TO BE UPLOADED**

<b>Sl.No.</b>	<b>Particulars</b>	
<b>1.</b>	Scanned Copy of EMD details or Bid securing declaration as per Annexure -2	
<b>2.</b>	Customer Feedback certificate for qualification and experience criteria for successful completion of projects in the area of Preparation of DPR for Blade Test Facility as per Clause 15 of GCC	
<b>3.</b>	Eligibility criteria form duly filled in as per Annexure 6	
<b>4.</b>	Registration copy and GST Certificate of the organization	
<b>5.</b>	Auditor Certificate confirming the Turnover for the past three years 2020-21, 2021-22 & 2022-2023.	
<b>6.</b>	Duly filled Annexure 1, Annexure 5, Annexure 9 & 11.	
<b>7.</b>	Price Bid / BOQ (unpriced) as per Annexure 7	



**DECLARATION**

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

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

- a. The bid submitted by us is liable for rejection summarily at any stage of bidding process and the EMD/Bid Security submitted by our firm is liable to be forfeited in addition to the relevant action under appropriate rules.
- b. In case of contract is awarded to us, the contract is liable for termination and the Security deposit/Performance security submitted by our firm is liable to be forfeited in addition to the relevant action under appropriate rules.

**Authorised Signatory with date**

**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

**Annexure-11**

**TENDER CHECK LIST**  
(To be submitted on Company's Letterhead)

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

**Pre-Qualification Criteria:**

S.No.	Details	Indicate Submission (Yes/No)	Indicate the Page No
1	Have you furnished bid security or Bid Securing Declaration / EMD ?		
2	Have you furnished proof of experience certificates in accordance with Clause 15 of GCC ?		
3	Have you furnished proof for Qualifying requirement as per Clause 15 of GCC?		
4	Have you furnished Customer Feedback Certificates as per Clause 15 of GCC?		
5	Have you furnished BIDDER INFORMATION FORM?		
6	Have you furnished TENDER ACCEPTANCE LETTER?		

**Technical Criteria :**

Sl. No.	Details	Indicate Submission (Yes/No)	Indicate the Page No
1	Have you furnished TECHNICAL LITERATURE?		
2	Have you furnished Techno-Commercial Bid without Price?		
3	Have you furnished CLIENTELE LIST?		
4	Have you furnished Deviation Statement / Compliance Statement?		

**Techno-commercial Criteria:**

S. No.	Details	Indicate Submission (Yes/No)	Indicate the Page No
1	Have you furnished Copy of PAN card and GST in the name of Firm/Proprietor ?		
2	Have you furnished COPY of RTGS/Bank details?		
3	Have you furnished Certificate from CA regarding turnover for last three years as per GCC Clause 15?		

**Financial Criteria:**

<b>Sl. No.</b>	<b>Details</b>	<b>Indicate Submission (Yes/No)</b>
1	Have you furnished Price Bid (unpriced) ?	
2	Have you furnished PRICE BID as per BOQ.XLS in CPP Portal?	

**Signature of the Bidder, with Official Seal**

**Name and Contact No**

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