



Transportation, Loading and Unloading of 100m mast segments from Port Blair to 10 different locations in A&N Islands

राष्ट्रीय पवन ऊर्जा संस्थान

(नवीन और नवीकरणीय ऊर्जा मंत्रालय के अधीन स्वायत्त अनुसंधान एवं विकास संस्था, भारत सरकार)

NATIONAL INSTITUTE OF WIND ENERGY

(An Autonomous R&D Institution under Ministry of New and Renewable Energy, Government of India)

वेलचेरी ताम्बरम प्रमुख मार्ग, पल्लिकरणई, चेन्नै - 600 100, तमिल नाडु, भारत

Velachery – Tambaram High Road, Pallikaranai, Chennai - 600 100, Tamil Nadu, INDIA

No.: NIWE/PUR/17/143/22

Date: 5.08.2022

E- Tender for “Transportation, Loading and Unloading of 100m mast segments from Port Blair to 10 different locations in A&N Islands” DUE AT 03.30 P.M. ON 25.08.2022
OPENING AT 03.30 P.M. ON 26.08.2022

Dear Sirs,

National Institute of Wind Energy (NIWE) invite bids from Contractors for the following item through Open e-tender.

| S.No | DESCRIPTION OF ITEM | QUANTITY |
|------|---|----------|
| 1. | Transportation, Loading and Unloading of 100m mast segments from Port Blair to 10 different locations in A&N Islands as per Technical Specification | 10 Nos |

2. Document Download & Bid submission:

This tender document may be downloaded from Central Public Procurement Portal at <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost. Bidders are advised to go through instructions provided at CPP portal. Bids and supporting documents shall be uploaded through e-procurement portal only. Any Hard copy of Bid documents shall summarily be rejected.

3. Notice Inviting Tender Details:

1. Validity of quotation: Validity should be a minimum period of 120 days from the date of opening of Tender/quotation.
2. Scanned copy of following shall be uploaded in the CPP Portal
 - Registration copy of the Company
 - RTGS Particulars, GSTIN and PAN of the company
 - Price bid (unpriced part) – Annexure I
 - Duly filled and signed Annexure-II
 - Technical Compliance Sheet
 - Documents as per Clause 19.0 of General terms and conditions

Yours faithfully,

Division Head (F&A)

Transportation, Loading and Unloading of 100m mast segments from Port Blair to 10 different locations in A&N Islands

I. GENERAL TERMS AND CONDITIONS

1. NIWE is a R & D institution under the Ministry of New and Renewable Energy, Government of India, running with the motive of not making profit.
2. Conditions of prior turnover & prior experience with respect to Startups and Micro & Small Enterprises (MSME) are relaxed subject to meeting quality & technical specifications.
3. In pursuance of Rule 153(iii) of GFR-2017, preference to “Make in India” shall be given in procurement.
4. Percentage of GST (CGST/SGST/IGST) rate applicable shall be given separately for each item mentioned in the proposal.
5. Details of applications required to be made or clearances to be obtained by NIWE are to be furnished in the quotation.
6. Obtaining quotations from suppliers does not bind NIWE to place orders and any terms and conditions stipulated in the quotations. Similarly, NIWE is not binding to place orders on the lowest.
7. Payment: Payment shall be done through RTGS/Online mode only. The Account Number and other details shall be furnished by the Supplier.
8. The Director General reserves the right to accept or reject any /all the quotations in part or full without assigning any reasons what so ever.
9. The prospective Bidders should register themselves in the CPP (Central Public Procurement) Portal and submit the Bids electronically through the CPP portal (<http://eprocure.gov.in/eprocure/app>.) The paper based physical Tender submission is not permitted. Any Physical tender submitted so shall summarily be rejected.
10. Bidders are requested to frequently visit CPP-Portal for any Corrigendum upload. If any Corrigendum so issued with reference to this e-tender is not complied by the bidder, NIWE shall not be responsible for any such non-compliance.
 - a. **FOR ANY QUERIES CONTACT/MAIL: 044 22463982/83/84 E-mail: purchase@niwe.res.in, directorfa@niwe.res.in**
 - b. **ANY OTHER:**

Transportation, Loading and Unloading of 100m mast segments from Port Blair to 10 different locations in A&N Islands

11. LIQUIDATED DAMAGES:

The timely delivery of the material to the mentioned location in Technical Specification including Handing over of the equipment and its related services is the essence of the contract. In the event of supplier's failure to transport the material of acceptable quality within the Stipulated delivery period, the liquidated damages are payable by the Bidder @ 0.5% (One half of one percent) per week of delay or part thereof, of the total order Value. However, the total liability of the Bidder under this clause shall not exceed 5% of the Contract value as awarded.

12. FORCE MAJEURE:

- i. "Force Majeure" shall mean any event beyond the reasonable control of the Owner or The Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
- ii. 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.
- iii. 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.
- iv. 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
- v. No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall
 1. Constitutes a default or breach of the Contract.
 2. 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.
- vi. 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 13.
- vii. Notwithstanding clause above, Force Majeure shall not apply to any obligation of the Owner to make payments to the Supplier herein.

13. SETTLEMENT OF DISPUTES:

If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties hereto in connection with or arising out of this Contract, the Parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute(s) or difference(s) arose, such dispute(s) or differences shall be referred to and settled by sole

Transportation, Loading and Unloading of 100m mast segments from Port Blair to 10 different locations in A&N Islands

arbitration of the Secretary, Ministry of New and Renewable Energy, New Delhi or his nominee whose decision shall be final and binding for both the parties, under the provisions of The Arbitration and Conciliation Act, 1996. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract. The venue of the arbitration shall be Chennai, India.

14. 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.

15. OWNERSHIP:

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

16. OPTION CLAUSE:

NIWE reserves the right to increase/decrease the ordered quantity by up to 25 (twenty-five) percent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the date of the delivery period (or the extended delivery period).

17. PAYMENT TERMS

100% of the Order value shall be paid after successful completion of work subject to the satisfactory service and certification of indenting division/ NIWE officials.

18. DOCUMENTS FOR QUALIFYING REQUIREMENTS:

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

- The bidder should be reputed in transportation with minimum 3 years of experience as on 31.06.2022.
- Supplier should have successfully completed Two similar works for the last 5 years. Bidder should attach the relevant documents like work order, work completion certificates for completed Projects/Works before the Tender issue date.
- Suppliers registered with National Small Industries Corporation (NSIC) including Micro/Small/Medium/Start up Enterprises & Companies will be exempted from the above qualifying requirements, subject to meeting of quality and technical specifications.

Transportation, Loading and Unloading of 100m mast segments from Port Blair to 10 different locations in A&N Islands

- Bidder should provide the proposed detailed work plan, methodology and time schedule to complete the scope of work in the stipulated time.

19. DEFECT LIABILITY CLAUSE

Should any defective work have been done or materials during transportation, the contractor shall be liable to make the same good in the same manner as if such work or materials had been subject to the provisions. The contractor shall remain liable under the provisions of this Clause notwithstanding the signing by the PMCs of this certificate including the final certificate or the passing of any accounts.

Transportation, Loading and Unloading of 100m mast segments from Port Blair to 10 different locations in A&N Islands

II. TECHNICAL SPECIFICATION

1. LOCATION

The location of the proposed work Transportation, Loading and Unloading of 100m mast segments from Port Blair to 10 different locations in A&N Islands. The tentative coordinates of the location are as follows:

Andaman Islands

| S.No. | Site Name | Lat | Long |
|-------|-------------------------------|---------------|---------------|
| 1 | Mangultan | 11°34'23.0"N | 92°39'43.3"E |
| 2 | a) Shaheed Dweep (Ram Nagar) | 11°49'21.6"N | 93°02'15.5"E |
| | b) Shaheed Dweep (Bharatpur) | 11°50'01.5"N | 93°01'56.3"E |
| 3 | a) Long Island (Sigmundera-2) | 12°22'43.3"N | 92°55'50.8"E |
| | b) Long Island (Shiva Temple) | 12°21'55.3"N | 92°55'20.1"E |
| 4 | Nimbutala (Near Power House) | 12°29'16.71"N | 92°57'46.09"E |

Nicobar Islands

| S.No. | Site Name | Lat | Long |
|-------|----------------------|--------------|--------------|
| 1 | Teressa (Chukmachi) | 08°13'18.1"N | 92°09'43.2"E |
| 2 | Teressa (Luxi) | 08°13'56.1"N | 93°08'26.6"E |
| 3 | Kamorta (Pillpillow) | 08°10'18.3"N | 93°29'09.2"E |
| 4 | Vikas Nagar | 08°07'01.4"N | 93°31'02.4"E |

Car Nicobar

| S.No. | Site Name | Lat | Long |
|-------|------------|--------------|--------------|
| 5 | Arong BSNI | 09°09'40.4"N | 92°44'54.4"E |
| 6 | ARONG ITI | 09°09'50.1"N | 92°45'02.7"E |

2. SCOPE OF WORK/SUPPLY:

- The Scope of Work includes Transportation, Loading and Unloading of 100m mast segments from Port Blair to 10 different locations in A&N Islands
- All Other technical requirements in addition to those mentioned above shall be complied as per the Technical Compliance sheet provided.

3. Duration of Work

The overall scope of the work has to be completed within **120 days** from the date of issue of work order.



Transportation, Loading and Unloading of 100m mast segments from Port Blair to 10 different locations in A&N Islands

Annexure – I

III. PRICE BID/BOQ (Unpriced)

| S.No | Description | Unit | Unit Rate (Rs.) | Tax Rs. | Total Amount (Rs.) |
|------|---|------|-----------------|---------|--------------------|
| 1 | Transportation, Loading and Unloading of 100m mast segments from Port Blair, A&N Islands to Mangultan, in Andaman Islands (A&N Islands.) | LS | | | |
| 2 | Transportation, Loading and Unloading of 100m mast segments from Port Blair, A&N Islands to Shaheed Dweep (Ram Nagar), in Andaman Islands (A&N Islands.) | LS | | | |
| 3 | Transportation, Loading and Unloading of 100m mast segments from Port Blair, A&N Islands to Shaheed Dweep (Bharatpur) in Andaman Islands (A&N Islands.) | LS | | | |
| 4 | Transportation, Loading and Unloading of 100m mast segments from Port Blair, A&N Islands to Long Island (Sigmundera-2), in Andaman Islands (A&N Islands.) | LS | | | |
| 5 | Transportation, Loading and Unloading of 100m mast segments from Port Blair, A&N Islands to Long Island (Shiva Temple), in Andaman Islands (A&N Islands.) | LS | | | |
| 6 | Transportation, Loading and Unloading of 100m mast segments from Port Blair, A&N Islands to Nimbutala (Near Power House), in Andaman Islands (A&N Islands.) | LS | | | |
| 7 | Transportation, Loading and Unloading of 100m mast segments from Port Blair, A&N Islands to Teressa (chukmachi) in Nicobar Islands (A&N Islands.) | LS | | | |
| 8 | Transportation, Loading and Unloading of 100m mast segments from Port Blair, A&N Islands to Teressa (Luxi) in Nicobar Islands (A&N Islands.) | LS | | | |
| 9 | Transportation, Loading and Unloading of 100m mast segments from Port Blair, A&N Islands to Kamorta (Pillpillow) in Nicobar Islands (A&N Islands.) | LS | | | |



Transportation, Loading and Unloading of 100m mast segments from Port Blair to 10 different locations in A&N Islands

| | | | | | |
|----|---|----|--|--|--|
| 10 | Transportation, Loading and Unloading of 100m mast segments from Port Blair, A&N Islands to Vikas Nagar in Nicobar Islands (A&N Islands.) | LS | | | |
| 11 | Transportation, Loading and Unloading of 100m mast segments from Port Blair, A&N Islands to Arong BSNI in Car Nicobar (A&N Islands.) | LS | | | |
| 12 | Transportation, Loading and Unloading of 100m mast segments from Port Blair, A&N Islands to ARONG ITI in Car Nicobar (A&N Islands.) | LS | | | |

- Including transit insurance (weight 4.5 tonnes per 100m)
- Each 5mtr segment (cross-section 400mm x 400mm)
- BID Price shall mean the total package price of the Project including all listed in the PRICE BID for its complete scope of Work as mentioned in the **BOQ**. The prices quoted must be inclusive of freight and insurance.

Signature of supplier, seal and date:

Contact Person Details:

Signature of contact Person:

Transportation, Loading and Unloading of 100m mast segments from Port Blair to 10 different locations in A&N Islands

Annexure -II

Bidder details

(TO BE FILLED IN CAPITAL LETTERS)

| | |
|--|--|
| 1.NAME OF THE BIDDER | |
| 2.ADDRESS | |
| | |
| | |
| 3.PIN CODE | |
| BANK PARTICULARS | |
| A)BANK NAME | |
| B) BANK TELEPHONE NO. (WITH STD CODE) | |
| C) BRANCH ADDRESS | |
| D) BANK FAX NO (WITH STD CODE) | |
| E) BRANCH CODE | |
| | |
| F) BANK ACCOUNT NUMBER | |
| G) IFSC CODE OF THE BANK BRANCH | |
| H) BANK ACCOUNT TYPE (TICK ONE) | |
| | |
| 5. PERMANENT ACCOUNT NUMBER (PAN) | |
| 6. Valid E-MAIL Address for correspondence | |
| 7. Valid Contact Number (Mobile) | |
| | |

DATE:

(AUTHORISED SIGNATORY)
Name:

OFFICIAL STAMP

Transportation, Loading and Unloading of 100m mast segments from Port Blair to 10 different locations in A&N Islands

Annexure- III

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)



Transportation, Loading and Unloading of 100m mast segments from Port Blair to 10 different locations in A&N Islands

Annexure- IV

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(If given in the form of Bank Guarantee)

Date:

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

In consideration of the NIWE, (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered/Head Office at..... (hereinafter referred to as the 'Seller' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a Contract by issue of Purchaser's Purchase Order No..... 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 thisday of20.....at

WITNESS
SIGNATURE
NAME
OFFICIAL ADDRESS
BANK'S COMMON SEAL



Transportation, Loading and Unloading of 100m mast segments from Port Blair to 10 different locations in A&N Islands

Annexure-V

DECLARATION

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

- a.* “All the information provided herein and attached hereto are true to the best of knowledge and belief of (Company/Bidder name). It is further certified that in the event of any false information provided by (Company/Bidder name):
- b.* The bid submitted by us is liable for rejection summarily at any stage of bidding process and the EMD/Bid Security / submitted by our firm is liable to be invoked in addition to the relevant action under appropriate rules.
- c.* In case of contract is awarded to us, the contract is liable for termination and the Performance security submitted by our firm is liable to be forfeited in addition to the relevant action under appropriate rules.

Authorised Signatory with date