

**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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**Velachery – Tambaram Main Road, Pallikaranai, Chennai - 600 100, Tamil Nadu, INDIA**  
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NIT NO: NIWE/PUR/17/158/23

DATE: 09.08.2023

Tender for Supply, Pre-deployment Validation, Installation and Commissioning of Integrated Floating Buoy with offshore LiDAR together with Meteorological and Oceanographic Sensors (Wave, Current etc..) on **OUTRIGHT PROCUREMENT BASIS** at Sub Zone-7 in Gulf of Mannar off, Tamil Nadu Coast in India including Warranty & Comprehensive Operation and Maintenance under TWO-BID SYSTEM.

1.0	<b>Description &amp; Brief Scope of the work</b>	Supply, Pre-deployment Validation, Installation and Commissioning of Integrated Floating Buoy with offshore LiDAR together with Meteorological and Oceanographic Sensors (Wave, Current etc..) on <b>OUTRIGHT PROCUREMENT BASIS</b> at Sub Zone-7 in Gulf of Mannar off, Tamil Nadu Coast in India including Warranty & Comprehensive Operation and Maintenance.																								
2.0	<b>Content of Tender Documents</b>	<p>NIWE invites Open E-tender from Indian Suppliers/ Manufacturers/ Authorized Indian Agents, if any, 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="width: 10%;">S. No</th> <th style="width: 70%;">Details</th> <th style="width: 20%;">Page No.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td><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><b>General Conditions of Contract</b></td> <td style="text-align: center;">5-22</td> </tr> <tr> <td style="text-align: center;">3</td> <td><b>Special Conditions of Contract</b></td> <td style="text-align: center;">23-24</td> </tr> <tr> <td style="text-align: center;">4</td> <td><b>Project Requirement Specifications and other Technical Details</b></td> <td style="text-align: center;">25-38</td> </tr> <tr> <td style="text-align: center;">5</td> <td><b>Other Standard Forms</b></td> <td style="text-align: center;">39-52</td> </tr> <tr> <td style="text-align: center;">6</td> <td><b>Price Schedule (BOQ)</b></td> <td style="text-align: center;">53</td> </tr> <tr> <td style="text-align: center;">7</td> <td><b>Check List</b></td> <td style="text-align: center;">54-55</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>	5-22	3	<b>Special Conditions of Contract</b>	23-24	4	<b>Project Requirement Specifications and other Technical Details</b>	25-38	5	<b>Other Standard Forms</b>	39-52	6	<b>Price Schedule (BOQ)</b>	53	7	<b>Check List</b>	54-55
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3.0	Important Details	Tender Mode	<b>E-Procurement (Two Bid System)</b>
		Tender Issue date	<b>09/08/2023</b>
		Pre Bid Meeting date	<b>22.08.2023 (online mode)</b>
		Tender Closing Date and Time	<b>14/09/2023 Till 04:30 PM</b>
		Tender Opening Date and Time (Techno-Commercial Bid)	<b>15/09/2023 at 04:30 PM</b>
4.0	<b>Earnest Money Deposit and Payment</b>	<p>Earnest Money Deposit (EMD) of Rs.40,00,000/- (Rupees Forty Lakhs 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 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. Phone: EPABX: 91-44-22463982 / 83 / 84 /29001162 / 67 / 95. Fax: 91-44-2246-3980, Email: <a href="mailto:directorfa@niwe.res.in">directorfa@niwe.res.in</a> , <a href="mailto:purchase@niwe.res.in">purchase@niwe.res.in</a>

**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 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 for Supply, Pre-deployment Validation, Installation and Commissioning of Integrated Floating Buoy with offshore LiDAR together with Meteorological and Oceanographic Sensors (Wave, Current etc.,) on **OUTRIGHT PROCUREMENT BASIS** at Sub Zone-7 in Gulf of Mannar off, Tamil Nadu Coast in India including warranty & Comprehensive Operation and Maintenance.

### 2. GENERAL INFORMATION

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

### 3. DEFINITIONS

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

1. OWNER / BUYER / EMPLOYER shall mean NIWE.
2. Supplier/Contractor wherever mentioned in the tender document shall mean the Successful Bidder.
3. “Similar Supply/Works/Installation” wherever mentioned shall mean Supply, installation and commissioning of Integrated Floating Buoy with Offshore LiDAR together with Meteorological and Oceanographic sensors (wave, current etc.)
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)**

##### **IV. Project Description and Technical Specifications**

##### **V. Proposed Methodology**

Annexure 1 Technical Specifications of LiDAR (Marine Grade) system

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Annexure 8 Bidder details

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Annexure 13 Declaration

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Annexure 15 Power of attorney

Annexure 16 Consortium Agreement

Annexure 17 Tender Check List

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

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

#### **6. PREPARATION OF BID PROPOSALS**

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



## **7. COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of their Bid, negotiation, discussion etc., and the Owner 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 Owner, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of all the passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern. If not, the bid shall be summarily rejected.
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 Owner may solicit the Bidder's consent for extension of the bid validity period. When the validity period is extended by the Bidder, the same shall be done without any modification to the bid proposal by the Bidder. The rates offered should be firm and will not be increased at any time by the bidder.

## **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 5. 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 Owner, 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/Owner without any notice or proof of damage to the Owner, etc.

1. If the Bidder withdraws or varies its Bid during the period of Bid validity specified by the Bidder in the Bid Proposal.
2. If the Bidder refuses to withdraw, without any cost to the Owner, 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 shall furnish documentary evidence in support of meeting the following Qualifying Requirements:

1. The bidder should be a reputed manufacturer/ supplier /dealer with minimum 5 years of experience in the area of Supply, Installation and Commissioning of floating buoy with offshore LiDAR and should have completed project related to Offshore Wind Resource assessment using floating buoy, as on 31/07/2023.
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 8 Crores (Scanned Copy of Certificate to be uploaded).
3. The bidder should have completed projects related to Floating buoy to mount LiDARs and Oceanographic sensors in the last five years which should meet either one of the following:
  - a. Three similar completed projects / works, each costing not less than 8 Crores  
(or)
  - b. Two similar completed projects / works, each costing not less than 10 Crores  
(or)
  - c. One similar completed project / work costing not less than 16 Crores.

4. 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.
5. 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.
6. However, Customer Feedback certificate for five (5) successful projects in the area of supply and installation of Floating Buoy for mounting offshore LiDAR is mandatory
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.
8. In a tender, either the Indian agent on behalf of the Principal OEM or the Principal OEM itself can bid but both cannot bid simultaneously for the same item/project in the same tender.
9. If an agent submits bid on behalf of the Principal OEM, the same agent shall not submit a bid on behalf of another Principal OEM in the same tender for the same item/product.

#### **16. JOINT VENTURE/CONSORTIUM**

1. “BIDDER” shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require;
2. The prime bidder / lead bidder shall be specified in the pre-qualification requirement.
3. The prime bidder shall be responsible for the overall execution of the contract.
4. The EMD/Security Deposit have to be paid/issued in the name of Lead Member of Bidding Consortium.
5. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached at Annexure-15 along with Consortium Agreement as per format attached at Annexure – 16 in the Techno-commercial bid.

#### **17. 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.

## **18. 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 10 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.

## **19. 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.

## **20. 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. To evaluate a Bid, NIWE shall consider the following:
  - a) The bid price as quoted as per BOQ / Bid Price Schedule
  - b) Price adjustment due to discounts offered; and
  - c) Price adjustment due to application of the evaluation criteria.
4. The evaluation criteria specified in Special Conditions of Contract (SCC) **shall over- ride all other similar related clauses appearing elsewhere in the bid documents.**

## **21. CLARIFICATION OF BIDS**

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

## **22. CONTACTING THE OWNER**

1. Subject to GCC clause 21, no Bidder shall contact the Owner on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.

2. Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

### **23. OWNER'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS**

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

### **24. AWARD CRITERIA**

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

### **25. CONTRACT**

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

### **26. 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.

### **27. PROJECT COMPLETION SCHEDULE:**

The bidder will be responsible for safe delivery of material at the site, testing, Validation, Installation & Commissioning, Watch and Ward for one year of successful data collection, Operation and Maintenance for One year (or) until successful data collection for one year, whichever is later, including site visit arrangements, Data Retrieval at NIWE server, report submission etc., After successful measurement campaign, Buoy and LIDAR shall be safely dismantled and returned back to NIWE (Chennai/Kayathar office) in good working condition.

The Entire Project schedule as mentioned in the Technical Specifications has to be completed within a period as specified in clause 5 of Special Conditions of Contract.

### **28. CONTRACT PRICE**

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

### **29. SCOPE OF SUPPLY**

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

- The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.

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

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 20 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 23 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 -14.

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

### **31. AUTHORISED REPRESENTATIVE**

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

### **32. INSURANCE**

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

### **33. FREIGHT**

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

### **34. PACKING**

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

### **35. INSPECTION AND TESTS**

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

### **36. WARRANTY**

- a) The Supplier shall warrant that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions.
- b) The warranty shall remain valid for a minimum period as specified in SCC clause 3(1).
- c) If having been notified, the Supplier fails to remedy the defect; the Owner may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Owner may have against the Supplier under the Contract.

### **37. PATENTS**

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

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

### **38. 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 Owner/Buyer/Employer shall mean and include NIWE, its employees, agents, nominees, assignees, successors.

2) The Supplier/Contractor shall be liable for any loss, damages, failures, performance issues, breakdowns, etc. caused to the Lidar, Buoy, Data, Documentation, or any other Equipment corresponding with this project arising due to any act/omission of the Supplier/Contractor and shall indemnify the Owner for any such loss / damage.

3) The Supplier/Contractor while performing its obligations shall protect, defend, indemnify and hold harmless the Owner against any illness, injuries, death, or any consequential losses that the owner may suffer.

4) The Supplier/Contractor shall, at its own expense, defend and indemnify the Owner against all third party claims of infringement of Intellectual Property Rights, including patent, trade mark, 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 Owner 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 Owner 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 Owner will not be made while any such suit or claim remains unsettled.

### **39. REMOVAL OF REJECTED GOODS AND REPLACEMENT**

1. If any delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specifications, the same shall be rejected by the Owner or his duly authorized representative and notification to this effect will be issued to the Supplier normally within 30 days from the date of receipt of the material at site.

2. The supplier shall arrange for removal of the rejected/failure of item(s) during testing within 15 days from the date of notification. In the event, the supplier fails to lift the materials within the said 15 days, the Owner shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit. All expenses shall be recoverable from the supplier or any sum due that may become payable to him.

### **39. 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.

### **40. LIQUIDATED DAMAGES**

The timely Completion of the Project work at the mentioned location in SCC including commissioning and its related service 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.



#### **41. FORCE MAJEURE**

1. “Force Majeure” shall mean any event beyond the reasonable control of the Owner or the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.
2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fourteen (14) days after the occurrence of such event.
3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party’s performance is prevented, hindered or delayed. The Time for Completion shall be extended by a reasonable time.
4. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect there of upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either parties’ right to terminate the contract.
5. No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall
  - i. Constitutes a default or breach of the Contract.
  - ii. Give rise to any claim for damages or additional cost or expense occasioned there by if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
6. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with Clause 45 of GCC.
7. Notwithstanding clause above, Force Majeure shall not apply to any obligation of the Owner to make payments to the Supplier herein.
8. NIWE will not entertain/allow/pay any mobilization or demobilization claims from the contractor in the event of force majeure/clearance & protocol issues.

#### **42. 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.

#### **43. OBLIGATIONS OF THE BIDDER**

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

#### **44. 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.

#### **45. SETTLEMENT OF DISPUTES**

1. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
2. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
3. The dispute settlement mechanism/arbitration proceedings shall be Concluded as under:
  - (a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to Delhi International Arbitration Centre (DIAC) New Delhi. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award.
  - (b) In the case of a dispute between the purchaser and a Foreign Supplier, the dispute shall be settled by arbitration in accordance with provision of sub-clause (a) above. But if this is not acceptable to the supplier then the dispute shall be settled in accordance with provisions of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.
4. The venue of the arbitration shall be the place from where the purchase order or contract is issued.
5. Notwithstanding, any reference to arbitration herein,
  - (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) The Purchaser shall pay the Supplier any monies due to the Supplier.

#### **46. 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. Owner or Bidder.

#### **47. TERMINATION**

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

1. If the Supplier does not remedy a failure within 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 Owner has engaged in corrupt or fraudulent practices in competing or in executing the Contract. For the purpose of this clause: “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. “Fraudulent Practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Owner.
5. If the Owner, at its sole discretion, decides to terminate this Contract.

#### **48. 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.

#### **49. 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.

#### **50. 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 Owner specifying the amount due. The Bidder should submit the invoice as per the milestones/stages as specified in the payment terms clause 4 of SCC. Payment shall be released within 30 days of receipt of invoice complete in all respect as per Payment terms mentioned in SCC.

#### **51. 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.

#### **52. ACCIDENT OR INJURY TO WORKMEN:**

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

#### **53. OWNERSHIP:**

All data and accompanying documents & 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.

#### **54. 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.

#### **55. 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 13.

#### **56. INTEGRITY PACT:**

For every work/procurement/contract, the value of which is Rs. 1 Crore and above, the integrity pact agreement (format will be given to the successful bidder). The Integrity pact signed by the Purchaser and the bidder (successful bidder –Contractor) shall be made part of the contract agreement.

## **57. 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.

#### **58. 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. Provided that the exclusions mentioned in this clause shall not apply to any obligation of the Supplier/Contractor arising from Clause 41 of the tender i.e. to pay liquidated damages to the Employer. Clause 41 shall only be applicable in the event of supplier/contractor's failure to complete the work under the stipulated time period. If any additional claims/losses/damages arise on account of such delay shall be administered as per 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 37 & 38.

## II. SPECIAL CONDITIONS OF CONTRACT (SCC)

### 1. **LOCATION:**

- The location of the proposed work is at Sub Zone No.7 at the Gulf of Mannar in Tamil Nadu, which is depicted in the Technical Specifications.

### 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. **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.

- This 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.

#### **4. PAYMENT :- For Outright purchase**

1. 30% on supply successful installation and commissioning of the fully integrated floating buoy system and demonstration of transmission of real time data from the proposed offshore measurement site to NIWE against bank guarantee valid for 20 months.
2. 5% each on submission of post processed data at the end of every month for 12 months (12x5% = 60%) along with the respective interim monthly data analysis report to NIWE  
*(Note: The quality data collected (overall post-processed data) must be usable by NIWE as prescribed for "Stage 3" level of maturity as per "Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology and its supplementary guidance notes". Only after the satisfactory acceptance of the report submitted, NIWE will process the payment according to the schedule.)*
3. Balance 10% payment will be paid after completion of Warranty period or against Bank Guarantee drawn through any commercial Banks (Nationalized / Scheduled) in India. This will be subject to meeting all the contract requirements.

#### **5. 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.	Pre-deployment validation of Integrated Floating buoy with Offshore Lidar together with Meteorological and Oceanographic Sensors (Wave, Current etc.,).	2 months (After receipt of PO)
3.	Transportation, Mobilization, Installation and Commissioning of the floating buoy with LiDAR and all sensors at the Offshore site (Sub Zone 7)	1
4.	Measurement campaign	12*
5	Dismantling the Integrated Floating Offshore Lidar buoy together with Oceanographic sensors and safely returning back to NIWE (Chennai/Kayathar office) after successful completion of measurement.	1
	Total	16 months

\* Subject to meeting the data quality requirements (as per Carbon Trust guidelines).

The time schedule for completion of the measurement campaign 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.



## IV PROJECT DESCRIPTION AND TECHNICAL SPECIFICATION

### 1. Introduction

The National Institute of Wind Energy (NIWE) is a technical arm of the Ministry of New and Renewable Energy (MNRE), Govt. of India intends to capture offshore wind resource characterization data such as wind speed and direction at multiple heights using offshore wind profiling LiDAR, current and wave heights and directions, etc.

With this objective, NIWE invites the tender for the supply, installation & commissioning of Floating Buoy together with Oceanographic sensors (Wave, current, etc.) on an outright purchase and carrying out measurement at Sub Zone No.7 at Gulf of Mannar, Off Tamil Nadu coast (keeping one Integrated floating Lidar together with Meteorological & Oceanographic sensors (Wave, Current etc..) buoy as standby) including Comprehensive Operation and Maintenance for a period of one year.

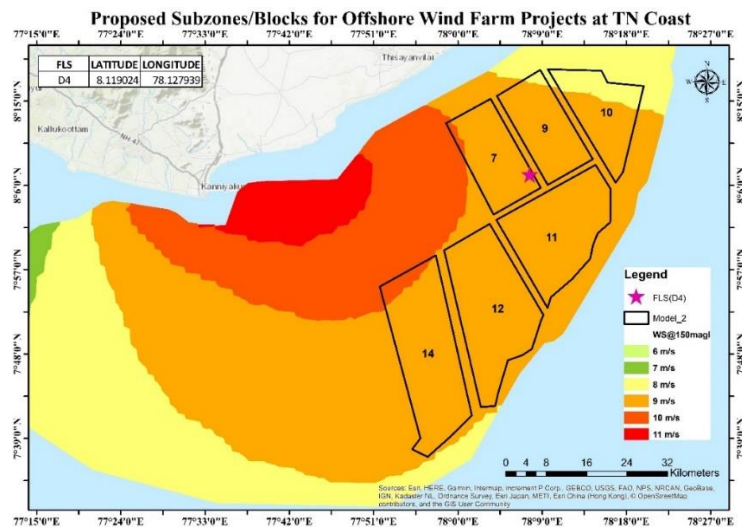
A Floating LiDAR buoy shall be deployed in the sub-zone 7 area of the Gulf of Mannar and shall measure the minimum continuous period of 12 months of wind speed and direction together with oceanographic data (waves, sea current, water level) shall be measured in the same location, either by the same Floating LiDAR system or by another measuring system. The valid, reliable and bankable measurement data shall be delivered. The measuring data must be available to NIWE in electronic form (FTP server or online website) on a daily basis.

### 2. Project Site Details

The proposed Floating LiDAR system location is given in Figure 1 for proposed location at the Gulf of Mannar off Tamil Nadu Coast. Table 1 represents the Co-ordinates together with the technical details pertaining to the proposed floating Lidar location.

**Table 1: Proposed location at Gulf of Mannar off Tamil Nadu Coast**

Zone /Subzone	Latitude (N)	Longitude (E)	Depth (As per GEBCO data)
Zone D/Sub zone 7	8.119024	78.127939	29 m



**Figure 1: Proposed location at Gulf of Mannar off Tamil Nadu Coast**

## **2.1 Environmental Conditions**

A maximum wave height of 6 m with a tidal range of 1.5 m and a current speed of 1 m/s are anticipated at the Gulf of Mannar off Tamil Nadu Coast. However, the above details are indicative, and the bidders/contractors should assess and understand the actual site condition to get familiarized with the wave climate before the execution of the work. All the work shall be done by mobilizing suitable marine spread.

NIWE will facilitate for application of MOD clearance for Research, Survey, Exploration and Exploitation (RSEE) for suitable methodology adopted by the bidders. Submission of the requisite documents duly filled in the prescribed format as envisaged as essential and necessary as per the requirement of MOD will be the responsibility of the bidder. The quoted value should be inclusive of the cost for all such clearances.

## **3. Scope of Work**

- a) The key objective of this tender is to “Supply and Installation of 01 no of integrated floating Buoy with offshore Lidar together with meteorological and oceanographic sensors” including validation as per Carbon Trust Guidelines, Testing, demonstration and Training, Installation & Commissioning with two years’ warranty with comprehensive operation & maintenance for a outright purchase basis.
- b) The pre-deployment validation of the integrated floating Buoy system with the LiDAR shall be carried out at a bidder selected site as per the requirement of the CARBON TRUST guidelines and shall be vetted by an independent accredited body. It shall be ensured that the configuration of the buoy used for validation should not be changed, during deployment at site. Whatever the bidder configured at the test site for validation, the same shall be configured at the proposed measurement site as all the response functions are sensitive for the measurement.
- b. A Floating LiDAR buoy shall be deployed in the sub-zone 7 area of the Gulf of Mannar. The LiDAR buoy shall measure the wind speed and direction for a continuous period of minimum of 12 months. Also, oceanographic data (waves, sea current, water level) shall be measured in the same location, either by the same Floating LiDAR system or by another measuring system. The valid, reliable and bankable measurement data shall be delivered to NIWE on electronic form (FTP server or online website) on a daily basis.

In order to maintain the data continuity, bidder has to keep one standby system (one Integrated floating Lidar buoy together with Meteorological & Oceanographic sensors (Wave , Current etc..) as standby to ensure data availability as detailed below in the Section. As specified in the projects details section, the applicant/ bidder must be aware that the data collected from the Floating LiDAR, meteorological and oceanographic sensor systems should be able to be used by NIWE for the following purposes:

- Estimation and verification of wind energy potential
- As basis for derivation of met-ocean design parameters
- As a supplement to the environmental baseline description

The bidder should submit the bids for the Integrated Floating Lidar buoy, meteorological and oceanographic sensors (Annexure-1 &2) - **on procurement basis**

The following measuring parameters are the minimum requirement for each of the floating buoy measurement campaigns: -

**Table 2: Minimum requirement/ Essential sensors for Floating buoy measurement campaign**

S.NO	Sensors Type	Variables	Real-Time Data Acquisition
1	Offshore Lidar	Horizontal wind speed , wind Direction, Turbulence Intensity, Vertical wind speed, (Average, Standard deviation, Maximum, Minimum), etc., with 10 different height configurations (as specified by NIWE)	10 min
2	Standard Meteorological sensors at buoy level	Wind speed, Direction, Solar irradiation, Temperature,(including water temperature) Pressure, Humidity &, Precipitation, etc.,	10 min
3	Wave sensor	Significant Wave Height and wave period, wave height (Average, maximum, minimum), Spectral and Mean wave period, Peak wave period, Zero-crossing wave period, Wave Direction	30 min
4	Current profile sensor	Water Current profile magnitude and its Direction at equally distributed depth cell size along the range.	30 min
5.	Motion sensor	Maximum roll, minimum roll, Maximum pitch, minimum pitch, Maximum yaw, minimum yaw,	30 min
6	Tidal	Tidal range and water depth.	30 min

The data should be shared with NIWE as per data security policy.

The bidder may provide the optional sensors given in Table 3 below. The list should be clearly specified in the bid.

**Table 3: List of Optional Sensors**

Sl. No.	Sensor Type
1.	Bird migration route
2.	Marine mammal acoustic monitoring
3.	Fish nano tag detection
4.	Salinity
5.	pH
6.	Oxygen content
7.	Chlorophyll

- The rates for optional sensors shall not be given in the BOQ provided but to be given separately along with other bid documents.
- The bidder should carry out the required data analysis for both meteorological and oceanographic measurements on a monthly basis and submit an interim report. A complete consolidated data analysis report shall be submitted for the entire measurement campaign (one year from the start date of measuring quality data). NIWE will be in a position to release the payment on a monthly basis as per the payment schedule subject to 85% data availability post processed based on interim report.

- However, the bidder has to maintain the overall post processed data availability of 90% and above for one-year measurement campaign in accordance with “Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology, Version 2.0”
- Since the measurements are essence of the project, data quality should be maintained in accordance with stage 3 compliance as per the carbon trust guidelines. The Standby (Floating buoy/Lidar) with associated sensors should be available, of the same make as the original equipment with necessary validation / calibration to operate for 24/7 in order to ensure the data continuity.
- The manning of the survey is the responsibility of the bidder, who must provide sufficient competent supervisory, technical and other personnel to properly perform the service. The bidder/ contractor may not replace key personnel without written approval from the NIWE. All marine personnel should be qualified in accordance with the requirements of the flag of registration, and the consultant is responsible for ensuring that regular medical examinations are undertaken.
- The bidder shall submit the design, PDV (Pre-deployment validation) results done at OEM site, Mooring details, project execution plan, data transmission & security mechanism for evaluation by the NIWE / Technical Committee prior to deployment at the specified site. Based on the NIWE confirmation only, bidder shall deploy the system at the specified site.

**Note: Bidder has to sign Non-Disclosure agreement (NDA) with NIWE to ensure the confidentiality of the data and to submit the RAW data after the completion of the campaign.**

### **3.1 Buoy and Mooring Specifications:**

The responsibilities of the supplier are as follows;

- The floating LiDAR system shall be classified to have a “Stage 3” level of maturity as per “Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology, and supplementary guidance notes”.(Can be accessed from <https://www.carbontrust.com/resources/roadmap-for-commercial-acceptance-of-floating-lidar> ), with offshore LiDAR. The relevant documents to prove the compliance shall be submitted along with the bid.
- Details of methods to address platform motions (surge, sway, heave, roll, pitch and yaw) in floating buoy (Active mechanical compensation to limit motions, software compensation – motion correction algorithm or no motion compensation) shall be provided along with the software for doing the compensation. This should be made available to the intended data users in the future as per the request of NIWE.
- Buoy Structure Stability Calculations should be provided in the bid document to prove its suitability for deployment in a maximum wave height of ~6m condition in coastal waters.
- The buoy Hull material should be made of UV stabilized polyethylene with the seamless hull, filled with marine grade foam; stainless steel suitable for harsh conditions with a proper mooring frame and other component suitable for integrating all sensors.
- The buoy manufacturer should be registered with IALA (International Association of Marine Aids to Navigation and Lighthouse Authorities). The buoy should not fade in color and no painting of the buoy surface should be ever required for the lifetime of the buoy.
- The buoy should have a top (lantern) light to warn & avoid the collision. The lantern should at least be 3NM range and self-contained, and compliant to IALA guidelines.
- The buoy should have other navigational AIDS such as a RADAR reflector, Top Mark, Marine Beacon, and

GPS receiver. Also, integration of AIS into the buoy at a later date must be feasible. AIS integration option should be quoted optionally.

- The buoy should have sufficient no. of mooring points to ensure stability. The required lifting points and load test certification for mooring and lifting points should be provided in the bid document.
- All mooring accessories for deployment depth should be provided. Mooring design with all details should be provided in the bid document.
- The complete water quality instrument is to be deployed in a self-powered floating buoy equipped with data logger electronics, GSM/GPRS Telemetry, Solar Panels, Solar charge controllers and batteries with adequate backup.
- Buoy must be yellow in color to signify an environmental monitoring system.
- The components in the buoy/floating platform should be such that all components are easily replaceable.

### **3.2 Equipment/Sensors Specifications:**

- ✓ The buoy shall include an automatic weather station package to measure environmental parameters such as wind speed, Wind direction, Solar irradiation air temperature, air pressure, humidity, etc., (Detailed specifications in Annexure 2).
- ✓ The buoy shall also include oceanographic sensors with other required accessories to measure the Oceanographic parameters – Wave and Current fulfilling requirements as detailed in 3.1. The specifications of the oceanographic sensors are listed in Annexure 2.
- ✓ All the sensors should be calibrated by an accredited laboratory meeting the requirement of ISO/ IEC 17025: 2017 or equivalent and a calibration certificate should be furnished.
- ✓ Anemometer and wind vane shall be calibrated from a MEASNET accredited lab as per IEC 61400- 12-1.
- ✓ The details of products (serial no, calibration information, etc..) deployed by the bidder in connection with this tender should be specified by the successful bidder.
- ✓ The latest version of the available firmware must be made available along with these equipment/sensors. Any further communication with all individual sensor configuration changes or fixes/updates made after the installation of device(s) software must be recorded in the device log.
- ✓ Replacement and repair mechanisms for batteries and power systems need to be mentioned.

### **3.3 Data Storage and Transmission:**

- Continuous data collection has to be ensured with suitable mechanisms. Data Availability shall comply with the “Stage 3” level of maturity as per “Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology, Version 2.0, 2018”.
- The Telemetry system with GSM/GPRS Modem/HF/UHF link/ Satellite (Argos or INSAT or INMARSAT) may be used for real time transmission only to the NIWE FTP server and not to any other server, and confidentiality of the data should be maintained for which NDA has to be signed with NIWE
- The system should have sufficient storage for storing the raw data for a minimum 1year.
- The minimum requirement of data acquisition shall be as mentioned in Table 2.
- A provision of an online dashboard/web portal system shall be supplied by the bidder to allow remote access to the collected meteorological and oceanographic measurements for the purpose of visualization and monitoring of time series and summary statistics for the period of the measurement campaign. By the end of the day, the percentage of data availability and updating of the same to the

NIWE server must be visualized in the portal.

- All quantities shall record the height and datum used, as relevant. Data on the FLS' inclination and translational and rotational accelerations must also be recorded for reference in case of anomalies. Humidity, cloud cover, and precipitation must also be recorded in line with the wind speed and wind direction data to assist with correlation.
- Wind data will be recorded at a range of heights that cover the lowest rotor tip height, hub height, and highest rotor tip height (Ref: 15 MW wind turbine) . The actual heights measured may be modified based on discussions with NIWE. Additional instrumentation such as low-level anemometers or wind vanes must be described in the bid and must be of high quality, have sufficient redundancy and be logged with the same parameters as the LiDAR data.
- Motion compensation algorithms applied to the system should be outlined in the bid/proposal in detail including whether the same algorithms have been applied on previous validation trials. It is preferable that previous validations be carried out with similar software or post-processing applied to verify the performance of the system as a whole.
- How data will be transmitted from the buoy at regular intervals must be described in the bid/ proposal. Two separate means of communication are required, and the type of communication should switch automatically. Data retrieval should be primarily done remotely, either from shore (preferred) or a nearby workboat to minimize the need for crew to transfer onto the buoy for collection.
- Supplemental Environmental Data may be logged and stored on the FLS for later retrieval. At a minimum, the communications system must allow real-time, or near real-time, monitoring of the status of the buoy and any critical systems including power and LiDAR data retrieval. Ideally, it will also allow real-time transfer of all met-ocean measurements taken on the buoy also, although this is not critical. Due to issues regarding outages and potential loss of networks, the bidder must have redundancy measures on board to store data for later transmittal. As per RP 64 of the IEA RP 18 document, there should be sufficient data storage on-board to ensure that all data measured for the duration of the campaign is stored and recoverable in the event communication fails. Once recovered or transmitted, data will be delivered by the bidder to NIWE. Data should be stored securely with remote access available to NIWE.

### **3.4 Data Management:**

- ✓ The bidder must include in their proposal a basic Data Management Plan (DMP) documenting how the bidder will safeguard and analyze the data and provide NIWE access to the raw and processed data. A more detailed DMP will be required prior to the deployment of the FLS. The bidder may also provide suggestions relating to further means of management of the data to make the processes as efficient as practical.
- ✓ Data shall be analyzed by the bidder in relation to the Key Performance Indicators (KPIs) as set out in the IEA RP 18 document. The bidder shall identify a suitable filter or other means of assuring data which data is 'good', and ready for analysis. The bidder shall employ best practice quality control measures to ensure any filters have been appropriately applied, or that the quality control is in-line with industry best practices at the time.

- ✓ The data quality should meet the requirements of CARBON TRUST guidelines. In the event of post-processed data quality being less than 85%, the monthly payment criteria is based on the minimum system availability of 95% and a minimum of 20% of post processed data for that particular month and the payment will be made on the pro-rata basis. However, no payment will be released if post processed data availability is less than 20%. In order to calculate system availability, the bidder has to provide the RAW data for that particular month.
- ✓ The bidder shall be required to provide NIWE with periodic written reports analyzing the data with key conclusions. These reports must also include an assessment of uncertainty as prescribed in section 8.6 of the IEA RP 18 document.
- ✓ The collected data is the property of Govt of India /NIWE and shall not be transferred /used for any other purposes. The RAW and processed data shall be handed over to NIWE

### **3.5 Power Requirements:**

- The supplier has to provide a suitable power supply unit (viz., batteries, small wind turbines, Solar Panels, fuel cells etc.) and all required accessories for the successful operation of the Integrated Floating LiDAR buoy together with Oceanographic sensor packages.
- A power budget calculation for a complete system for a minimum of 6 months of power autonomy should be provided to explain the battery capacity and solar panel sizing for the complete system.

### **3.6 Transportation, Mobilization, and Deployment:**

- Mobilization, Demobilization, and Transportation of all the components are in the scope of the contractor/vendor, including the transportation. The bidder should provide a suitable vessel for the related activities such as Installation / rectification/ watch ward/ service visit / Emergency visit/ de-commissioning. Also, they have to provide onboard facilities for NIWE officials (at least two person).
- Mobilization, Demobilization, and Transportation of all the components are in the scope of the contractor/vendor, including the transportation needed for LiDAR /validation/Risk-based approach. For this purpose, the bidder should provide a letter of undertaking from the owner of the Vessel/Boat/Barge etc. for providing the vehicle for transportation of equipment from the shore as and when required by the bidder. The undertaking shall be submitted by the bidder during technical evaluation. A suitable marine spread is to be adopted based on the water depth, and the details of the same shall be provided by the contractor as part of the installation methodology.
- The Buoy, along with all equipment and accessories, has to be transported to the project site, from the closest port with the required handling capacity. This includes loading, transportation, unloading, handling of equipment and port statutory clearances and charges.
- The Successful bidder shall have to mobilize the vessel in the working weather window. However, if the said work could not be performed due to lack of weather window/statutory clearances/ ban to sailing into the sea from local state government/ local hindrances arising from fishermen community/local villagers, then the marine spreads shall be re-mobilized

post-monsoon season / uplifting the sea ban, for which additional cost towards mobilization and demobilization will not be paid by NIWE.

- For installation at the offshore site, the bidders shall be responsible for necessary clearances and arrangements such as Boat / Vessel and transportation which are required for the deployment of sensors.
- Bidder should provide the “Emergency response plan”

### **3.7 Comprehensive Operation and Maintenance:**

- The bidder will be responsible for the safe delivery of material at the site, testing, pre deployment Validation, Installation & Commissioning, Watch and Ward Operation and Maintenance, including site visit arrangements, Data Retrieval at NIWE server, the safe dismantling of Integrated floating Offshore Lidar buoy and Oceanographic sensors (wave, Current etc..) and returning back to NIWE (Chennai / Kayathar office) during Warranty period.
- The safety, security, and all risk insurance of equipment including offshore Lidars are the responsibility of the vendor within the contract price. However, in case of vandalism, the successful bidder will ensure the functionality of the system within 5 days by providing necessary evidence. Those 5 days will not be considered for overall system availability calculations.
- Process the data at a regular interval (monthly basis), and at the end of each month of data collection, an interim data analysis report with data availability of 85% and above will be submitted. The payment will be processed on a monthly basis as per the schedule, and a consolidated/ final report will be prepared after one year as per the internationally accepted practice covering RAW data, Post-processed data, uncertainty estimation, the accuracy of the measurement campaign etc.
- The maintenance strategy of the entire system along with the associated equipment/ sensors during the measurement campaign, needs to be described with an execution plan along with timelines in the bid document.

### **3.8 General:**

- Bidder should have proven experience of minimum one-year offshore wind measurement campaign using floating buoy for at least five offshore wind farm projects/deployments for which necessary customer feedback certificates should be furnished along with bid documents.
- The cost of transportation of Integrated Floating buoy LIDAR to the respective site has to be borne by the bidder
- As this equipment is planned to be deployed in the Gulf of Mannar, Tamil Nadu, it is the bidders’ responsibility to evaluate the site conditions and the technical compliance of the submitted bid.
- All the instruments installed with LiDAR should be in compliance with Marine grades and should be painted with marine grade materials, and have certification and/or warranties that meet the planned campaign duration. Anti-Biofouling coating/ paint/ equivalent mechanism should be used in all Oceanographic Sensors.
- Electronics to be protected with waterproofing for marine environment/ salt atmosphere compliant



- The supplier shall provide a list of critical spares and deliver them along with instruments. The list shall be submitted along with the bid.
- Equipment, Communication, mooring technique, Traceability, Quality control and other necessary parameters shall comply with the relevant standards and guidelines available internationally.
- The work shall be carried out in the presence of NIWE's representative/authorized person by NIWE. Hence, the bidder has to provide the needed arrangements (at least for two officials) on board during the Installation & commissioning, O&M & de-commissioning process.
- Upon successful completion of the installation and perform the functional tests / site acceptance test covering data acquisition processing, transferring, and storing the data. Installation and commission report shall be provided.
- The Integrated Floating Buoy with LiDAR should meet the requirements of STAGE -3 maturity level as per the "Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology and its supplementary guidance notes".
- The bidder shall carry minimum of one service visit during the measurement campaign. The bidder shall furnish the report of any service carried out during the period of the measurement campaign.
- After completion of the measurement campaign, bidder has to clear the site and the Integrated floating Lidar buoy, other equipment/Sensors, Buoy along with all accessories should be handed over to NIWE, Chennai office. The De-commissioning report shall be provided to NIWE Chennai, as per the MoEF & CC guidelines
- All the connections and connectors should be as per Marine grade underwater connector's standard.
- The equipment deployed should meet the requirements of IS 4651-1: Code of practice for planning and design of ports and harbours, Part 1: Site investigation
- The configuration of the buoy used for the validation should not be changed. Whatever the bidder configured at the test site for validation, the same shall be configured at the proposed measurements site as all the responses functions are sensitive for the measurement.
- Instrument specifications, User manual, Calibration report and other relevant technical documents covering the following (but not limited to) shall be submitted along with the bid;
  - Components;
  - Technology;
  - Proven track record of Remote Sensing deployment and support;
  - Proven expertise;
  - Supporting documents for stage-3 / Commercial maturity as per CARBON TRUST 2018.
  - Validation report duly certified by accredited third party agency.
  - Industry-leading performance, accuracy and consistency;
  - Offshore deployment on a floating platform;
  - Details on the compensation algorithm
  - Suitable mooring configuration to be provided for the floating system.

#### 4.0 Others

1. The successful bidder shall have to mobilize the vessel for carrying a floating buoy to the respective sites in the working weather window. However, if the said work could not be performed due to the weather window/statutory clearances/ ban to sailing inside the sea from local state government/ local hindrances arising from fishermen community/local villagers then the vessel/marine spread shall be re-mobilized post monsoon season / uplifting the sea ban. The additional cost towards mobilization and demobilization will not be paid by NIWE.
2. The bidder should make a commitment to render technical assistance to NIWE in queries related to measurement campaigns and data quality for bankability purposes for the International Competitive Bidding (ICB) to be conducted in these zones.
3. The commitment letter/undertaking letter from the vendor confirming the above points (1 & 2) shall be submitted to NIWE along with the Techno-Commercial bid documents.
4. The bidder is responsible to provide one-year complete data in quality and in prescribed frequency. Accordingly, the bidder has to carry out rectification of equipment/sensors failures in order to ensure the agreed quality of data collection. If the data loss happens due to unexpected system/ environmental failures, it is the bidder's responsibility to continue the project at its own cost to maintain the data continuity for one complete year.
5. If during the period of data collection if for some reasons, whatsoever, if the data collection stops, then the mobilization of team will be resumed the data collection is in the part of the bidder.
6. NIWE will facilitate all needed clearances with respect to central ministries/ state departments, if required, in line with the provision contained in the notified offshore policy. The rates quoted should be inclusive of cost for clearances etc., if any.
7. NIWE will also facilitate conducting a public hearing meeting, if required, after consultation with the respective Government authorities concerned. However, necessary expenditure, if any, needs to be borne by the bidder.
8. Bidder has to provide the Industry standard HSSE (Health & Safety) and Local Warehouse related requirements along with the bid document.
9. Bidder has to maintain the standby Integrated floating Buoy and associated with all the sensors and necessary fuels for Fuel cell battery backup, if require. All the sensors and equipment's are to be compatible with the originally deployed system at site.
10. The operation and maintenance strategy of the entire system along with the associated equipment/ sensors during the measurement campaign need to be described with execution plan along with timelines in the bid document.

## **V. Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

### **1. Understanding of Project**

The Applicant shall clearly state their understanding of the project and also highlight its important aspects. The Applicant may supplement various requirements of the project and also make precise suggestions if it considers this would bring more clarity and assist in achieving the objectives laid down in the TENDER. The bidder should be aware that the data collected from the Floating LiDAR integrated with meteorological and oceanographic measurements should be able to be used by NIWE for the following purposes:

- Estimation and Verification of wind energy potential
- As basis for derivation of met-ocean design parameters
- As a supplement to the environmental baseline description

### **2. Methodology and Work Plan**

- The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the objectives laid down in the TENDER. The Applicant will submit a brief write-up on its proposed team and organization of personnel and equipment explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment.
- The Applicant should specify the sequence of execution methodologies and locations of important activities and provide a quality assurance plan/schedule for the performance of the scope of services. The major milestones expected to be in the time schedule are contract validation, preparation & supply of buoy, deployment and commissioning of the floating LiDAR integrated with all sensors as specified, data streaming initiation, delivery of monthly data packets, data analysis report submission and maintenance during the Warranty period.

### **3. Documentation:**

Technically qualified bids must include the following:

- Description of the measurement system, including identification of instruments, acquisition system, calibration, sensitivity tests or verification procedures appropriate for instruments.
- The equipment list must clearly state the list of equipment to be supplied with status of calibration/ validation including the optional sensors
- Data acceptance criteria to be applied for processing of data, as per international practice
- Schematics, 2D, 3D drawings, photos or other renderings to illustrate instrument arrangements and overall characteristics of the system
- Procedure for system monitoring and anticipated service intervals
- Measurement plan listing and describing parameters to be measured, derived and delivered as well as the authenticated format of data delivery and its encryption procedure
- Reporting format and mode
- Project execution plan including marine operations for deployment, service and recovery of measurement system.

**Annexure 1**

**Technical Specification of Offshore LiDAR (Marine grade) system**

The detailed specifications of the Offshore LiDAR is as below.

<b>Range</b>	10m -300m (200m validated )
<b>No. of heights</b>	10
<b>Sampling rate</b>	50 Hz
<b>Averaging Period</b>	1 Sec upwards (User configuration)
<b>Scanning Cone angle</b>	30°
<b>Speed accuracy</b>	<0.5%
<b>Mean wind speed</b>	<1m/s to 70 m/s
<b>Directional accuracy</b>	<0.5°
<b>Temperature range</b>	-40 to 50°C
<b>IP rating</b>	IP 67
<b>Power consumption</b>	66W
<b>Power input AC</b>	90-250V
<b>Power input DC</b>	12V
<b>Weight</b>	55 kg to 65 kg

**Technical specifications of Meteorological Sensors at Buoy level**

1. Air temperature and relative humidity
  - Temperature range: - 40 ° C to + 60 ° C
  - Resolution: 0.1 ° C
  - Accuracy:  $\pm 0.3^{\circ}$  C
  - Relative humidity range: 0-100% R.H.
  - Resolution: 1%
  - Accuracy:  $\pm 2\%$  RH
2. Barometric pressure
  - Range: 300 to 1100 hPa
  - Resolution: 0.1hPa
  - Accuracy:  $\pm 0.5$  hPa
3. Solar irradiation
  - Wavelength Sensitivity: 300 to 3000 nm
  - Range: 0 to 1600 W/m<sup>2</sup>
  - Resolution: 1 W/m<sup>2</sup>
4. Wind speed & Direction
  - Type: Ultrasonic
  - Wind speed range: 0 to 60 m/s
  - Wind speed resolution: 0.01 m/s
  - Wind speed accuracy:  $\pm 5\%$  Wind direction range: 0 to 359 °
  - Wind direction resolution: 1 °
  - Wind direction accuracy:  $\pm 5^{\circ}$
5. Precipitation
  - Range: 0 to 50 mm
  - Resolution: 1 mm
  - Accuracy: 3%
6. Oceanographic sensors
  - Wave Data**
  - a. Wave Height:
    - Range: 0-10m
    - Resolution: < 0.01m
    - Accuracy:  $\pm 0.05$ m or  $\pm 1\%$  of the reading
  - b. Wave Period:
    - Range: 1 - 30s
    - Resolution: <0.1s
    - Accuracy: < 1 % of the reading
  - c. Wave Direction:
    - Range: 0 to 360°
    - Resolution: <1°
    - Accuracy: <3° % of the reading

### **Current Profiler**

#### Velocity:

Transducer Configuration: Down looking  
Transducer Configuration: Four or more beams  
Beam Angle: 20°-25°  
Velocity Profiling range: 0.06 to 50 meter  
Profiling Velocity: +/-10 m/s  
Velocity accuracy: 0.5% of measured velocity  
Velocity resolution: 0.01 m/s  
Number of Cells: Min 128  
Cell size: 0.5 m to 4m

#### 7. Depth

Depth measurement range: 0.5-100 m  
Depth accuracy: 1%.  
Depth resolution: 0.001m

#### 8. Tilt and Compass

Compass Sensor: Range 0° to 360°;  
Accuracy: 2° RMS,  
Resolution: 0.01°.

#### 9. Tilt (Pitch) sensor

Range  $\pm 15^\circ$ ;  
Accuracy:  $\pm 0.5^\circ$   
Resolution: 0.01°.



**Bid Form- 1**

**TECHNICAL AND COMMERCIAL BID SUBMISSION FORM**

Ref No. ....

Date .....

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

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

- We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the bidding documents.
- We declare that the work will be executed strictly in accordance with the requirement.
- Our proposal shall remain valid for acceptance for a period of 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.....



Tender for Supply, Pre-deployment validation, Installation and Commissioning of Integrated Floating Buoy with offshore LiDAR together with Meteorological and Oceanographic Sensors (Wave, Current etc..) on **OUTRIGHT PROCUREMENT BASIS** at Sub Zone-7 in Gulf of Mannar off, Tamil Nadu Coast in India.

**Annexure - 4**

**Manufacturer's Authorization On the letter head**

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

**Sub: Letter of Authorization**

**Ref: Notice Inviting Tender No.:** ..... **dated** .....

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

Dear Sir,

We hereby confirm that:

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



**BID SECURING DECLARATION 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 the 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 Supply, Pre-deployment validation, Installation and Commissioning of Integrated Floating Buoy with offshore LiDAR together with Meteorological and Oceanographic Sensors (Wave, Current etc..) on **OUTRIGHT PROCUREMENT BASIS** at Sub Zone-7 in Gulf of Mannar off, Tamil Nadu Coast in India.**

**Annexure- 6**

**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 Supply, Pre-deployment validation, Installation and Commissioning of Integrated Floating Buoy with offshore LiDAR together with Meteorological and Oceanographic Sensors (Wave, Current etc..) on OUTRIGHT PROCUREMENT BASIS at Sub Zone-7 in Gulf of Mannar off, Tamil Nadu Coast in India.**

**Annexure- 7**

**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>4. 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- 9**

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

<u>Sl.No</u>	<u>Name of Project</u>	<u>Name of Client</u> ( <u>Address,</u> <u>phone &amp;</u> <u>email</u> )	<u>Capital cost of Commencement of the project</u>	<u>Date of Completion of the Project</u>	<u>Duration</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.

**Annexure - 11**

**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 -5	
<b>2.</b>	Documentary evidence to prove the compliance on Stage-3 maturity level as per CARBON TRUST -2018	
<b>3.</b>	Customer Feedback certificate for five (5) successful projects in the area of supply and installation of Floating Buoy for mounting offshore LiDAR as per Clause 15 of GCC	
<b>4.</b>	Technical Compliance Sheet as per Annexure 12	
<b>5.</b>	Commitment /Undertaking letter in vendor letter head as per clause 3.9 (3) of IV. Project Description and Technical Specification	
<b>6.</b>	Eligibility criteria form duly filled in as per Annexure 9	
<b>7.</b>	Registration copy and GST Certificate of the organization	
<b>8.</b>	Auditor Certificate confirming the Turnover for the past three years 2020-21, 2021-22 & 2022-2023.	
<b>9.</b>	Duly filled Annexure 3 (Bid form 1), Annexure 4, Annexure 8, Annexure 13.	
<b>10.</b>	Price Bid / BOQ (unpriced) as per Annexure 10	
<b>11.</b>	Power of Attorney (Annexure 15) and Consortium Agreement (Annexure 16), if applicable	

**Annexure-12**

**Technical Compliance Sheet**

No.	Item	Yes / No	Remarks
1.	Willing to provide the sufficient manpower and equipment to carry out this project		
2.	Willing to provide detailed design for Buoy and Mooring System for all the LiDAR locations		
3.	Willing to provide detail drawings for Buoy along with Mooring system for LiDAR Platform.		
4.	Willing to supply materials and fabricate Buoy and Mooring System as per specifications.		
5.	Willing to provide detailed methodology and execute the same for transmission of data from deployment location to NIWE office.		
6.	Willing to provide deployment methodology for Floating LiDAR along with Buoy and mooring system at specified locations.		
7.	Willing to provide suitable marine spread for deployment of LiDAR, Buoy, Mooring system and all other accessories at field.		
8.	Willing to implement suitable mooring system at field for the proposed deployment depth along with all accessories and weights.		
9.	Willing to supply and integrate sensors with buoy for Automatic weather station, Wave and current Measurement's.		
10.	Willing to carry out the work as described in the attached specifications.		
11.	Agreeable for providing the necessary insurance for men / equipment / material and vessels as per the existing norms for offshore installation in India.		
12.	Willing to complete the entire work as per 'Time Schedule' as per attached specifications		

**Signature of Supplier, seal and date:**

**Contact Person Details:**

**Signature of contact Person:**

**The contact details of the technical and sales personnel from original parent company should also be provided, if the equipment is being sourced from another company.**

### **Annexure-13**

#### **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**



**Annexure 14**

**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

**FORMAT FOR POWER OF ATTORNEY** (Applicable Only in case of Consortium)

(To be provided by each of the other members of the Consortium in favor of the Lead Member) (To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

KNOW ALL MEN BY THESE PRESENTS THAT M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_, and M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated \_\_\_\_\_ and having agreed to appoint \_\_\_\_\_

M/s \_\_\_\_\_ as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s \_\_\_\_\_ a company incorporated under the laws of \_\_\_\_\_ and having its Registered/ Head Office at \_\_\_\_\_ as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to NIWE Tender No. \_\_\_\_\_ dt. \_\_\_\_\_ (CPPP tender ID No. \_\_\_\_\_).

We also authorize the said Lead Member to undertake the following acts:  
To submit on behalf of Consortium Members response to NIWE Tender No. \_\_\_\_\_ dt. \_\_\_\_\_ (CPPP tender ID No. \_\_\_\_\_).

To do any other act or submit any information and document related to the above response to NIWE Tender No. \_\_\_\_\_ dt. \_\_\_\_\_ (CPPP tender ID No. \_\_\_\_\_).

(i)  
It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of this NIT.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s \_\_\_\_\_, as the Member of the Consortium have executed these presents on this \_\_\_\_\_ day of \_\_\_\_\_ under the Common Seal of our company.

For and on behalf of Consortium Member  
M/s. \_\_\_\_\_  
\_\_\_\_\_ (Signature of person authorized by the board)(Name

Designation  
Place: Date:  
Accepted

\_\_\_\_\_  
(Signature, Name, Designation and Address  
of the person authorized by the board of the Lead Member)

Attested

\_\_\_\_\_  
(Signature of the executant)

\_\_\_\_\_  
(Signature & stamp of Notary of the place of execution)  
Place: \_\_\_\_\_  
Date: \_\_\_\_\_

## **FORMAT FOR CONSORTIUM AGREEMENT**

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)*

THIS Consortium Agreement ("Agreement") executed on this \_\_\_\_\_ Day of \_\_Two\_\_\_\_\_ Thousand \_\_\_\_\_ between M/s[*Insert name of Lead Member*]a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at\_(hereinafter called the"**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s\_\_\_\_\_ a Company incorporated under the laws of \_\_\_ and having its Registered Office at (hereinafter called the"**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s\_\_\_ a Company incorporated under the laws of\_ and having its Registered Office at (hereinafter called the"**Member-n**", which expression shall include its successors, executors and permitted assigns),[*The Bidding Consortium should list the details of all the Consortium Members*]for the purpose of submitting response against **NIWE tender No.**\_\_\_\_\_ Dt. \_\_\_\_\_ (CPPP tender ID No. \_\_\_\_\_).

NIWE Tender No. \_\_\_\_\_ Dt. \_\_\_\_\_ (CPPP tender ID No. \_\_\_\_\_). dated issued by Name of NIWE (National Institute of Wind Energy)

**NIWE is an autonomous R&D institution under the Ministry of New and Renewable Energy, Government of India having its office at Velachery-Tambaram High Road, Pallikaranai, Chennai – 600 100.**

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS NIWE floated a Tender for \_\_\_\_\_.

WHEREAS, NIWE had invited response to Tender No. \_\_\_\_\_ Dt. \_\_\_\_\_ (CPPP tender ID No. \_\_\_\_\_) for Selection.

WHEREAS the NIWE Tender stipulates that in case response to Tender is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by NIWE wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

**NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:**

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s\_), shall act as the Lead Member as defined in the NIWE Tender for self and agent for and on behalf of Member-2,\_, Member-n,\_, and to submit the response to the NIWE TENDER,
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	...
Member 2	...
Member n	...
<b>Total</b>	100%

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project.



**Tender for Supply, Pre-deployment validation, Installation and Commissioning of Integrated Floating Buoy with offshore LiDAR together with Meteorological and Oceanographic Sensors (Wave, Current etc..) on **OUTRIGHT** PROCUREMENT BASIS at Sub Zone-7 in Gulf of Mannar off, Tamil Nadu Coast in India.**

7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Security Deposit in favor of the authority in terms of the NIWE Tender No. \_\_\_\_\_ Dt. \_\_\_\_\_ (CPPP tender ID No \_\_\_\_\_).
12. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to NIWE Tender No. \_\_\_\_\_ Dt. \_\_\_\_\_ (CPPP tender ID No. \_\_\_\_\_).
13. This Agreement
  - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
  - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
  - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of NIWE.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these presents on the Day, Month and Year first mentioned above.

For M/s----- [Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated \_\_\_\_\_)

Witnesses:

1) Signature -----

2) Signature -----

Name:

Name:

Address:

Address:

For M/s [Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated \_\_\_\_\_)

Witnesses:

1) Signature -----

2) Signature -----

Name:

Name:

Address:

Address:

For M/s----- [Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated \_\_\_\_\_)

1) Signature -----

2) Signature -----

Name:

Name

Address:

Address:

\_\_\_\_\_  
(Signature and stamp of Notary of the place of execution)

**Price Bid / BOQ**

S.No	Description	Unit	Estimated Quantity	Unit Rate (Rs.)	Total Amount WITHOUT TAX (Rs.)
1	Supply, Pre-deployment Validation, Installation and Commissioning of Offshore Integrated Floating Lidar Buoy, Meteorological and Oceanographic Sensors at Sub Zone No.7 at Gulf of Mannar, off Tamil Nadu coast on <b>outright procurement basis</b> with Warranty and Comprehensive O&M including Testing, Demonstration & Training, one-year data collection, Data retrieval to NIWE server from the respective offshore site, Freight and Insurance, Watch & Ward (24x7) etc., as per the entire scope of work.	Nos	01		
	<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.**

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

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

**Pre-Qualification Criteria:**

S.No.	Details	Submission Indicate (Yes/No)	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 (1) of GCC ?		
3	Have you furnished proof for Qualifying requirement as per Clause 15 (3) of GCC?		
4	Have you furnished Customer Feedback Certificates as per Clause 15 (7) of GCC?		
5	Have you furnished BIDDER INFORMATION FORM?		
6	Have you furnished Manufacturers Authorization Form ?		
7	Have you furnished TENDER ACCEPTANCE LETTER?		

**Technical Criteria :**

Sl. No.	Details	Submission Indicate 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?		
5	Have you furnished PERFORMANCE STATEMENT?		
6	Have you furnished SERVICE SUPPORT DETAILS?		
7	Have you furnished the requisite floating buoy design documents, PDV (Pre-Deployment Validation) results done at OEM site, Mooring details, Project Execution Plan, Data Transmission & Security Mechanism ?		

**Techno-commercial Criteria:**

S. No.	Details	Submission Indicate 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 (2)?		
4	Have you furnished Documentary evidence to prove the compliance on Stage 3 maturity level as per CARBON TRUST -2018 shall be submitted along with the bid.		

*Tender for Supply, Pre-deployment validation, Installation and Commissioning of Integrated Floating Buoy with offshore LiDAR together with Meteorological and Oceanographic Sensors (Wave, Current etc.,) on **OUTRIGHT PROCUREMENT BASIS** at Sub Zone-7 in Gulf of Mannar off, Tamil Nadu Coast in India.*

**Financial Criteria:**

<b>Sl. No.</b>	<b>Details</b>	<b>Submission Indicate 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.*