



Request for Proposal For

Installation, Commissioning and Dismantling of 150m tall Lattice Masts for Wind Resource Assessment (WRA) along with allied Wind Data Measuring Instruments and 12 Months of Operation & Maintenance Services under (i) Turnkey and/ or (ii) Rental Model



Tender No. GRIDCO/RE NODAL AGENCY/E-TENDER/03/2026-27 Dated: 07.10.02026

Websites: www.gridco.co.in/
www.tenderwizard.com/gridco

www.greenenergyinvest.odisha.gov.in/



GRIDCO LIMITED

Regd. Office: Janpath, Bhubaneswar, 751022

e-Tender Notice

**e-Tender Notice No.: GRIDCO/RE NODAL AGENCY/E-TENDER/03/2026-27,
Dated: 07.10.2026**

GRIDCO invites bids in e-Tender mode only from reputed and eligible bidders for “Installation, Commissioning and Dismantling of 150m tall Lattice Masts for Wind Resource Assessment (WRA) along with allied Wind Data Measuring Instruments and 12 Months of Operation & Maintenance Services under (i) Turnkey and/ or (ii) Rental Model” confirming to the terms and conditions mentioned in the tender document.

The interested bidders would be required to enroll themselves on the e-tender portal www.tenderwizard.com/GRIDCO. Complete set of tender documents are available at the tender portal, www.tenderwizard.com/gridco or GRIDCO website: www.gridco.co.in from 07.10.2026 for downloading.

Pre-bid meeting is on 27.10.2026 at 12:00 Hrs at GRIDCO Conference Room/Through VC

Last date for submission of bid is 12.11.2026, 13:00 Hrs.

The due date & time of opening of techno- commercial bid shall be 17.00 Hrs. on 12.11.2026.

N.B: - All subsequent addendums/ corrigendum to the tender shall be hosted in GRIDCO's official web site <https://www.gridco.co.in/> www.greenenergyinvest.odisha.gov.in and www.tenderwizard.com/gridco only. The authority reserves the right to accept or reject any or all the offers without assigning any reason thereof.

Sd/-

**Chief Project Manager (RE)
RE Nodal Agency, GRIDCO**

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SECTION-I

PREFACE

GRIDCO intends to engage experienced agencies for installation, commissioning and dismantling of 150 mtr. tall lattice masts along with allied wind data measuring instruments (including assistance in acquisition of land for wind mast installation) and providing one year Operation & Maintenance at 6 (six) locations in the State.

At these 6 (six) locations, masts will be installed to undertake comprehensive wind resource assessment studies. These masts will continuously monitor and record critical wind parameters, including wind speed, wind direction, temperature, atmospheric pressure, and other relevant meteorological data. The data collected through these installations will serve as the primary basis for evaluating the wind energy potential of the respective sites and determining their suitability for commercial wind power development.

Based on the analysis and validation of the wind resource data obtained from these masts, suitable areas within the surrounding region will be identified for the development of wind power projects. Typically, each mast location is expected to represent a broader wind resource zone or cluster, covering an area within an approximate radius of 10 km, subject to site-specific topographical and environmental conditions. Consequently, the wind resource assessment carried out at these six locations will form the foundation for the phased development of wind power projects in their clusters.

1.1 ABOUT GRIDCO:

GRIDCO Limited, a wholly owned Undertaking of Government of Odisha, was established in the year 1995. It is a deemed trading licensee under the 5th provision of Section-14 of the Electricity Act, 2003 and carries out the business of bulk supply of Electricity to the Distribution Companies of Odisha by utilizing the transmission network of Odisha Power Transmission Corporation Limited (OPTCL). Being the “State Designated Entity”, Govt. of Odisha has assigned GRIDCO to avail the entire State share of Power from the Central Sector as well as the existing & Up-Coming Power Plants (Hydel, Thermal, Renewable etc.) in the State.

1.2 ODISHA RENEWABLE ENERGY POLICY, 2022

Odisha is endowed with vast and largely untapped renewable energy potential. With RE becoming commercially viable the trend in adoption of low carbon and sustainable ways of generating and consuming energy is increasing.

Odisha is among the leading industrialised states in the country and a continuous increase in energy demand from all sectors is expected in the years to come. There is

clear demand for RE from DISCOMs and industries due to RPO and Net Zero commitments. It is desirable that these obligated entities meet most of its RE requirement from projects developed inside the State. Hence, the Government of Odisha has formulated a new RE Policy to promote growth of RE in the state and facilitate development of commercially viable projects as an independent power producer supplying RE power to GRIDCO, captive use, or even third-party sale through open access either within the state or outside.

1.3 NODAL AGENCY

The Odisha Renewable Energy Policy, 2022 was notified on 30.11.2022 vide gazette notification No. 11757-ENG-HYD-HYDRO-0009/2022/En. to promote development of renewable energy projects in the state. As per Para 25.2 of the Odisha RE Policy, the Department of Energy was mandated to designate an entity as the Nodal Agency who shall be responsible for implementation of the RE Policy and development of all renewable energy projects in the State.

Department of Energy, Government of Odisha vide letter no. 12284/En. dated 15.12.2022, has designated GRIDCO as the Nodal Agency for implementation of the RE Policy and has entrusted GRIDCO to discharge all the roles and responsibilities assigned to the Nodal Agency as per Para 25.3 of the Policy.

1.4 PROJECT OBJECTIVES:

The primary objective of the wind resource assessment is to determine and verify the availability of adequate wind resources within the identified regions, estimate the wind energy potential of the area, and establish a reliable basis for site-specific investigations required for the development of wind power projects. This will also facilitate the identification and screening of suitable locations for wind turbine installations and provide representative data for assessing the technical performance, energy yield, and economic viability of prospective wind power projects.

To achieve these objectives, masts will be installed at six locations. These masts will continuously monitor and record key wind and meteorological parameters, including wind speed, wind direction, temperature, atmospheric pressure, and other relevant data necessary for a comprehensive wind resource assessment. The collected data will be subjected to detailed analysis and validation to evaluate the quality, consistency, and long-term wind characteristics of the respective sites.

The validated wind resource data will be utilized to estimate the energy generation potential of the region, support wind turbine selection and micro-siting studies, and assess the commercial feasibility of proposed projects. Each mast location is expected to represent a wider wind resource cluster, generally covering an area within an approximate radius of 10 km, subject to local topographical, environmental, and land-

use conditions. Accordingly, the findings derived from the six mast installations will provide the foundation for identifying suitable project locations and facilitating the phased development of wind power projects within the respective wind clusters. This approach will ensure that future project planning and investment decisions are supported by robust, site-specific, and bankable wind resource data.

SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

A. General			
1	Scope of the Bid	1.1	In terms of the Invitation for Bids as indicated in the Bid Data Sheet (BDS) in Section-III, GRIDCO invites bids under single stage two-bid system for installation, commissioning and dismantling of 150m tall lattice masts along with allied wind data measuring instruments including one year Operation & Maintenance at 6 (six) locations in the state of Odisha as per detailed Scope of Work at Section -V. The intending Bidder shall follow the Bid Data Sheet at Section-III for detailed Tendering Schedule.
2	Eligible Bidders	2.1	The bidder, who meets the qualifying requirement as per Section-IV shall be eligible for this tender;
3	Joint Venture/Consortium	3.1	Allowed
4	Documentary Evidence	4.1	The Bidder must furnish; Copy of the Certificate of Incorporation/Registration Certificate/ Certificate of Commencement of Business. Copy of GSTIN Registration Certificate. Copy of PAN Card RfP Submission Sheet on Firm's Letter Head as per Format F/01. Duly notarized Power of Attorney in original of the signatory of the Bid to commit the Bidder as per Format-F/02. Undertaking that the bidder is not presently banned/ de-listed/ blacklisted/ debarred either by Central Government/ State Government/ Union Territory/ PSU/ Government Department

			in India, or any entity controlled by them in India as per the format provided in Format-F/03 Undertaking that the bidder neither failed to perform on any agreement or been expelled from any project or agreement nor had any agreement terminated for breach of contract by such bidder during the last 05 years as per the format provided in Format- F/04 Copy of annual Audited balance sheets and profit and loss statements for the last three financial years (i.e., FY 2023-24, FY 2024-25 & FY 2025-26) along with CA Certificate indicating minimum average annual turnover of INR 9.00 Crores (Indian Rupees Five Crores only) from the services of installing wind resource assessment system and/ or installation of wind turbine generators during the last three financial years i.e., FY 2023-24, FY 2024-25 & FY 2025-26 in attached format as per Format- F/05. CA Certificate indicating net worth of the company during the last three financial years (i.e., FY 2023-24, FY 2024-25 & FY 2025-26) in attached format as per Format-F/06. Copy of work order of project undertaken in any State Govt./ State PSUs/ Central Govt./ Central PSUs/ Regulatory Commission/ Other Power Entities mentioning the nature of work and the period during which the work was/ is to be done. The above documents are to be submitted as enclosure to the attached format as per Format-F/07. Note: All the required documents shall be duly certified by the authorized signatory (as per board resolution).
		4.2	Non-compliance with the above requirement, even after seeking necessary clarification shall constitute the offer as non-responsive.

B. Contents of Bidding Document			
5	Sections of the Bidding Document	5.1	The Bidding Document consists of 10 sections as indicated below and should be read in conjunction with any Addenda issued in accordance with ITB Clause-7. Section-I-Preface Section-II-Instructions to Bidders (ITB) Section-III-Bid Data Sheet (BDS) Section-IV-Eligibility Criteria Section-V-Duration of Project and Scope of Services Section-VI- Payment Terms Section-VII- Evaluation of Bid Section-VIII- General Conditions of Contract (GCC) Section-IX- Bidding Forms Section-X- Technical Specification
		5.2	GRIDCO is not responsible for completeness of the Bidding Document and its addenda, if they were not obtained directly from GRIDCO.
		5.3	A prospective Bidder is also expected to examine all instructions, forms, terms and specifications in the e-Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information or uploading of the bid in the Tender Portal of GRIDCO not in line with the e-Bid document/ e-tendering documents will render the bidder as substantially not responsive at the Bidder's risk and may result in the rejection of its bid.
6	Clarifications on Bidding Document	6.1	Bidders may seek clarifications in writing relating to preparation and submission of bids, scope of works, GCC etc. prior to the pre-bid conference.

			Such requests will be submitted at least 2 days (excluding the date of pre-bid meeting) before the date of Pre bid meeting. Bidders' queries will be discussed at the pre-bid conference. The explanations to the queries and/ or addenda to the RFP document shall be published on the website of GRIDCO i.e., www.gridco.co.in and www.greenenergyinvest.odisha.gov.in .
		6.2	The pre-bid conference shall be held as per the schedule mentioned in the Bid Data Sheet - Section-III.
		6.3	No clarification shall be entertained after the pre-bid conference.
7	Amendment of Bidding Document	7.1	At any time prior to the deadline for submission of the Bids, GRIDCO may amend the Bidding Document by giving reasonable time for bid submission.
		7.2	Any addendum issued shall be part of the Bidding Document. The bidder shall visit GRIDCO's website for any addendum/ modification/ errata/ corrigendum etc.
		7.3	GRIDCO, at its discretion for any reason at its own initiative, may add, modify, or remove any element of the Services entirely or any part thereof from the bid document till the time of deadline for submission of bid. All bidders will be notified of any such change.
		7.4	In order to provide prospective Bidders with reasonable time to take the amendments into account in preparing their bids, GRIDCO may, at its discretion, extend the last date for the submission of Bids.
		7.5	Any addendum issued shall be part of the Bidding Document and shall be hosted on GRIDCO's website.
C. Preparation of Bids			

8	Cost of Bid preparation	8.1	The Bidder shall bear all costs associated with the preparation and Cost of submission of its Bid and GRIDCO shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		8.2	Rs.10,000.00 (Rupees Ten Thousand only) plus GST @18% (total of Rs. 11,800.00) to be submitted in the form of Demand Draft issued in favour of “RE NODAL AGENCY ACCOUNT”, payable at Bhubaneswar or paid online through IMPS or NEFT towards the cost of the bid document. The downloaded RfP documents will be accepted by GRIDCO only if it is supported by demand draft or proof of online payment in the form of UTR No. (Bank payment details are provided at Section III-BDS-Clause 9).
9	Language of Bids	9.1	The Bid, as well as all correspondences and documents relating to the Bid exchanged between the Bidder and GRIDCO, shall be written in English.
10	Documents comprising Bid	10.1	The Bid shall comprise two envelopes. The first envelope shall contain the Techno Commercial Proposal. The second envelope shall contain the Price Proposal. Both the envelopes shall be sealed inside a bigger envelope, clearly mentioning the name and address of the Bidder, RfP identification No., and the authority to whom the Bid is being submitted.
		10.2	The Techno-Commercial Proposal should be submitted along with: Techno-Commercial Proposal Submission Forms; Cost of Tender Document in favour of “RE NODAL AGENCY” as per the ITB Clause 8 Bid Security in favour of “RE Nodal Agency” in

			accordance with ITB Clause-17; (Bank payment details are provided at Section III-BDS-Clause 9). Power of Attorney authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause-18.1. Documentary evidence in accordance with ITB Clause -15 establishing the Bidder's eligibility to bid. Documentary evidence in accordance with ITB Clauses - 4.1 and 26, that the Services conform to the Bidding Document. Any other document required in the BDS.
		10.3	The Price Proposal should include the following: Price Proposal Submission Sheet and the applicable Price Schedules in FORM- P-1 & P-2 of Section-IX (Bidding Forms), in accordance with ITB Clauses-11, 13 and 14 any other document required in the BDS.
		10.4	In addition to hard copy submissions, there shall be 2 bid forms (In .XLS Format) to be mandatorily uploaded as e-bid in the tender wizard portal. The bid forms are as follows: • Techno-commercial Formats • Financial bid Formats The Bidder shall upload documents/ Schedules in support of the qualifying requirement along with the bid (Techno-Commercial Bid: Part-I & Price Bid: Part-II)
11	Bid Submission Sheets and Price Schedules	11.1	The Bidder shall submit the Techno-Commercial Proposal and the Price bid using the appropriate Submission Sheets provided in Section-IX (Bidding Forms). These forms must be completed without any alterations to their format, and no substitute shall be accepted. All blank spaces shall be filled with the information

			requested. The Bidder shall submit, as part of the Price Proposal, the Price Schedules for Services, using the forms furnished in Section- IX (Bidding Forms).
		11.2	The Bidders should take note of following points while submitting the Price Proposal: Price Proposal should clearly indicate the price to be charged without any qualifications. GST as applicable shall be paid extra as per prevailing rate.
12	Alternate Bids	12.1	Alternate Techno-Commercial and /or Price bids shall be rejected.
13	Bid Prices and Discounts	13.1	The prices quoted by the Bidder in the Price Proposal Submission Sheet and in the Price Schedules shall conform to the requirements specified therein.
		13.2	Prices quoted by the Bidder must be firm and final and shall remain fixed throughout the period of the contract and shall not be subject to any variation except GST.
		13.3	The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discounts of any type, indicated separately, will not be taken into account for evaluation purposes. However, in the event of such an offer if it is found to be the lowest without considering the separate discount, GRIDCO shall avail such discount at the time of award of contract provided such discount is un-conditional.
14	Currencies of the Price Bid	14.1	Bidders shall express their bid price in Indian Rupees only.
15	Documents Establishing the Qualification of the Bidder	15.1	Bidder shall submit as part of its Techno-commercial proposal, the evidence indicated for each qualification criteria specified in Section-IV (Eligibility Criteria).

16	Period of validity of Bids	16.1	Bids shall remain valid for such period as mentioned in BDS after the bid submission due date. A Bid valid for a shorter period shall be rejected by GRIDCO as non-responsive.
		16.2	In exceptional circumstances, prior to the expiration of the bid validity period, GRIDCO may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing.
17	Bid Security	17.1	The Bidder shall furnish, as part of its Techno-commercial Proposal, a Bid Security (EMD) for an amount of Rs. 5,00,000/ (Rupees Five Lakhs) only in favour of “RE NODAL AGENCY” payable at Bhubaneswar in form of Demand Draft or paid online through RTGS/ NEFT through a Scheduled Bank. In case of online payment documentary proof to be provided at the time of submission of techno-commercial bid. (Bank payment details are provided at Section III-BDS-Clause 9).
		17.2	Any Bid not accompanied by Bid Security in accordance with ITB Sub- Clause-17.1, shall be rejected by GRIDCO as non-responsive.
		17.3	The Bid Security of unsuccessful Bidders shall be returned after signing of the Contract and submission and acceptance of CPBG (Contract Performance Bank Guarantee) by the successful bidder.
		17.4	The successful Bidder must furnish the required Contract Performance Bank Guarantee before the signing of the Contract. The bid security of successful bidder shall be returned after acceptance of Contract Performance Bank Guarantee by GRIDCO.
		17.5	The Bid Security may be forfeited if the successful Bidder fails to: Acknowledge the Letter of Award within the

			stipulated period. Sign the Contract in accordance with ITB Clause-37, Furnish a Contract Performance Bank Guarantee in accordance with ITB Clause-38, or, Accept the correction of its Bid Price pursuant to ITB Sub-Clause- 27.3 and 27.4.
18	Format of Bid	18.1	The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. The Bidder shall submit a duly notarized Power of Attorney in original of the signatory of the Bid to commit the Bidder as specified in Bid Form -2 and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, amended printed literature, shall be signed by the person signing the Bid.
		18.2	Any interlineations, erasures or overwriting shall be valid only if they are signed by the person signing the Bid.
D. Submission and Opening of Bids			
19	Submission of Bids	19.1	Bidders are required to submit their bids both in hard copy as well as soft copy. Evaluation shall be made based on the documents submitted in e-tender portal. However, Hard copy must be dispatched on the same day through courier/ speed post.
		19.2	For hard copy submission: Bidder shall enclose the Techno-Commercial Proposal in a sealed envelope, duly marking the envelopes as “TECHNO-COMMERCIAL PROPOSAL”. The envelope containing the Techno Commercial Proposals shall bear a

			warning not to open before the time and date for the opening of Techno-commercial Proposals. The Bidder shall enclose the Price Proposal in a separate sealed envelope, duly marking the envelopes as “PRICE PROPOSAL”. The envelope containing the Price Proposals shall bear a warning not to open until advised by GRIDCO. These envelopes shall then be enclosed in one single envelope.
		19.3	The inner and outer envelopes shall: • bear the name and address of the Bidder. • be addressed to GRIDCO in accordance with BDS Clause - 3
		19.4	If all envelopes are not sealed and marked as required, GRIDCO will take no responsibility for misplacement or premature opening and resultant disqualification of the bid.
		19.5	For soft copy submission: The bidder shall also submit the bid in Electronic Mode i.e. with tender website www.tenderwizard.com/gridco. The bidder must ensure that the bids are received on the specified tender website of GRIDCO by the date and time indicated in the Tender notice. Complete details regarding the procedure to upload the bids in the tender wizard portal are provided in the Appendix-I. Price Bid shall only be submitted online in the e-tender portal and in the specific format assigned for submission of Price Proposal.
20	Deadline for	20.1	Bids must be received by GRIDCO not later than the date and time set for bid submission, and at

	submission of Bids		the address indicated in the BDS-Section-III.
		20.2	GRIDCO may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause-7, in which case all rights and obligation of GRIDCO and Bidders as existing before extension of the deadline will be applicable until the extended deadline.
21	Late Bids	21.1	Bid received by GRIDCO after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
22	Withdrawal, Substitution and Modification of Bids	22.1	No Bid shall be withdrawn, substituted, or modified after the deadline for submission of bids. However, a Bidder may withdraw, substitute, or modify its Bid under the following situation: Before the end of bid submission due date. Any changes to the scope of work after submission of bid document. Any changes in the bidding documents after submission of the bid document. If the due date of the submission has been extended by GRIDCO after the Bidder has submitted his bid document. Such withdrawal, substitution, or modification shall be submitted by the bidder by sending a written letter, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause-18.2. The corresponding substitution or modification or withdrawal of the bid must accompany the respective written notice. All Notices must be submitted in accordance with ITB Clauses-18 and 19 and in addition, the respective inner and outer envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification"; and, received by GRIDCO prior

			to the deadline prescribed for submission of bid.
23	Bid opening	23.1	GRIDCO shall open the Techno-Commercial Proposals in the presence of Bidders' representatives who choose to attend at the address, date and time specified in the BDS.
		23.2	The Price Proposals will remain unopened and will be held in custody of GRIDCO until the time of opening of Price Proposals. GRIDCO shall advise the Techno-Commercially qualified bidders in writing about the date, time, and location of the opening of Price Proposals.
		23.3	First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. No Bid shall be withdrawn unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out and recorded at bid opening.
		23.4	Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Techno-Commercial Proposal or Substitution Price Proposal shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. The Substitution Techno-Commercial Proposal, if any, shall be opened, read out, and recorded. The Substitution of Price Proposal, if any, will remain unopened in accordance with ITB Sub-Clause-23.2. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

		23.5	Next, outer envelopes marked "MODIFICATION" shall be opened. No Techno-Commercial Proposal or Price Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of Techno-Commercial Proposals. The Techno-Commercial Proposals, both Original as well as Modification, are to be opened, read out, and recorded at the time of opening. The Price Proposals, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 23.2.
		23.6	All other envelopes holding the Techno-Commercial proposals of the bidder shall be opened one at a time, and the following read out and recorded: the name of the Bidder, whether there is a modification or substitution, the presence of a Bid Security and proof of purchase of bid document, Any other information may be considered appropriate by GRIDCO. Only Techno-Commercial Proposals of those bidders read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Techno-Commercial Proposals except for late bids or bids not accompanied with bid security in accordance with ITB Sub-Clause - 21.1 and Clause-17.
		23.7	GRIDCO shall prepare a record of the opening of Techno-Commercial Proposals that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification; and the presence or absence of a Bid Security & Cost of the Bid Document. The

			Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidders signature on the record shall not invalidate the contents of the record.
		23.8	The date, time, and location of the opening of Price Proposals will be intimated in writing by GRIDCO to respective Techno Commercially qualified bidders. Bidders shall be given reasonable notice of the opening of Price Proposals.
		23.9	GRIDCO shall open the Price Proposals of all Techno-Commercially qualified bidders, in the presence of Bidders' representatives who choose to witness the Price Bid opening at the address, date and time as specified by GRIDCO. The Bidder's representatives who are present shall be requested to sign a register/note-sheet evidencing their attendance. The results of the Price Bids of all Bidder(s) shall also be available on GRIDCO's e-Tendering Portal immediately after the completion of opening process.
		23.10	All Price Proposals shall be opened one at a time, and read out loud and recorded: • the name of the Bidder. • whether there is a modification or substitution. • the bid prices. • any other information may be considered appropriate by GRIDCO. Only Price Proposals read out and recorded at bid opening shall be considered for evaluation.
E. Evaluation and Comparison of Bids			
24	Confidentiality	24.1	Information relating to the examination, evaluation, comparison, and post qualification

			of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.
		24.2	Any attempt by a Bidder to influence GRIDCO in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.
		24.3	Notwithstanding ITB Sub - Clause - 24.2, from the time of opening the Techno-Commercial Proposals to the time of Contract award, if a Bidder wishes to contact GRIDCO on any matter related to the bidding process, it should do in writing.
25	Clarification of Bids	25.1	To assist in the examination, evaluation, comparison and post-qualification of the Bids, GRIDCO may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not a response to the requested clarification sought by GRIDCO shall not be considered. GRIDCO's request for clarification and the response shall be in writing.
26	Responsiveness of Techno-Commercial Proposals	26.1	GRIDCO's determination of the responsiveness of a Techno-Commercial Proposal is to be based on the contents of the Techno-Commercial Proposal itself.
		26.2	A substantially responsive Techno-Commercial Proposal is one that confirms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that: • affects in any substantial way the scope, quality, or performance of the Services specified in the Contract; or

			- limits or is inconsistent in any substantial way, with the Bidding Document, GRIDCO's rights or the Bidder's obligations under the Contract; or - If not rectified it would unfairly affect the competitive position of other Bidders presenting substantially responsive Techno-Commercial Proposals.
		26.3	If a Techno-Commercial Proposal is not substantially responsive to the Bidding Document, it shall be rejected by GRIDCO and shall not be subsequently allowed to be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
		26.4	The bidder may submit bid with non-material deviations (which means only those deviations that do not qualify as material deviations as defined in Clause-26.2). Such deviations will be checked and considered. If the deviations proposed are found material in nature, GRIDCO reserves the right to reject such bids. GRIDCO may also ask bidders for clarifications on such deviations during the evaluation.
27	Non-conformities, errors and omissions	27.1	Provided that a Techno-Commercial Proposal is substantially responsive, GRIDCO may waive any non-conformity or omission in the Bid that does not constitute a material deviation.
		27.2	Provided that a Techno-Commercial Proposal is substantially responsive, GRIDCO may request the Bidder to submit the necessary information or documentation, within a reasonable period, to rectify non-material, non-conformities or omissions in the Techno-Commercial Proposal related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
		27.3	Provided that the Techno-Commercial Proposal is substantially responsive, GRIDCO will correct

			arithmetical errors during evaluation of Price Proposals on the following basis: a. if there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail. Except as provided in sub-clauses (a) herein above, GRIDCO shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.
		27.4	If the Bidder has submitted the lowest evaluated Bid and does not accept the correction of errors, its Bid shall be disqualified, and its Bid Security shall be forfeited.
28	Preliminary Examination of Bids	28.1	GRIDCO shall examine the Techno-Commercial Proposal and Price Proposal to confirm their completeness along with the supporting documents as per ITB Sub-Clause 10.
		28.2	GRIDCO shall confirm that the Techno-Commercial Proposal Submission Sheet in accordance with ITB Sub- Clause-11.1, written confirmation of authorization to commit the Bidder and Bid Security, have been provided in the Techno-Commercial Proposal. If any of these documents or information is missing, the offer shall be rejected.
29	Examination of Terms and conditions; Techno-Commercial Evaluation	29.1	GRIDCO shall examine the Bids to confirm that all the terms and conditions specified in the GCC have been accepted by the Bidder without any material deviation or reservation.
		29.2	GRIDCO shall evaluate the Techno-Commercial aspects of the Bid submitted to confirm that all requirements specified in the Eligibility Criteria at Section-IV of the Bidding Document have been met without any material deviation or reservation.

		29.3	If, after the examination of the terms and conditions and the Techno-Commercial evaluation, GRIDCO determines that the Techno-Commercial Proposal is not substantially responsive in accordance with ITB Clause-26, it shall reject the Bid.
30	Evaluation of Bids	30.1	GRIDCO shall evaluate techno-commercial and financial proposals of the Bidders in accordance with Section- VII and other terms and conditions defined in this RfP.
31	Comparison of Bids	31.1	GRIDCO shall compare all substantially responsive bids to determine the highest ranked bid, in accordance with Section-VII (Evaluation of Bid).
32	Clarification before Comparison of Bids	32.1	The comparison shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, and for validation of the qualification, clarifications, if any, shall be sought for prior to the comparison of bids.
33	GRIDCO 's Right to Accept Any Bid, and to Reject Any or All Bids	33.1	GRIDCO reserves the right to accept or reject any Bid, annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason and without incurring any liability.
F. Award of Contract			
34	Award Criteria	34.1	GRIDCO shall award the Contract to the Bidders who quote either lowest price and/ or agree to match the lowest price discovered, without any deviations in the scope of work and is substantially responsive to the Bidding Document, provided that such Bidder continues to remain qualified to perform the Contract satisfactorily.
35	GRIDCO's Right to change the deliverables defined	35.1	During the execution of contract, GRIDCO reserves the right to modify the scope and deliverables in lieu of the scope of work.

	under scope of Work		However, for any modification or addition of new scope, which is beyond the original scope, the same shall be decided mutually.
36	Notification of Award	36.1	Prior to the expiration of the period of bid validity, GRIDCO shall issue Letter of Award (LOA) to the successful bidder, in writing, that its Bid has been accepted.
		36.2	Until a formal Contract is prepared and executed, the Letter of Award shall constitute a binding Contract.
		36.3	Within 07 days of LOA, the successful bidder shall sign, date, and return the LOA copy to GRIDCO as acknowledgement. Failure to sign the LOA shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
37	Signing of Contract	37.1	Within 30 days from the date of issue of LOA, the successful bidder shall sign the contract Agreement with GRIDCO in non-judicial stamp paper and send it to GRIDCO.
		37.2	Failure to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event GRIDCO may award the Contract to the next highest ranked evaluated Bidder at their quoted price, whose offer is substantially responsive and is determined by GRIDCO to be qualified to perform the Contract satisfactorily.
38	Contract Performance Bank Guarantee	38.1	Within 20 days of the issue of Letter of Award from GRIDCO, the successful Bidder shall furnish the Contract Performance Bank Guarantee in accordance with the GCC, using the Contract Performance Bank Guarantee Form enclosed in Section-X (Contract Forms).
		38.2	Failure of the successful Bidder to submit the Contract Performance Bank Guarantee shall constitute sufficient grounds for the annulment

			of the award and forfeiture of Bid Security. In that event GRIDCO may award the Contract to the next highest ranked evaluated Bidder at their quoted price.
39	Disclaimer	39.1	This Request for Proposal (RfP) has been prepared by GRIDCO for installation, commissioning and dismantling of 150 mtr. tall lattice masts along with allied wind data measuring instruments including one year Operation & Maintenance at 6 (six) locations in the state of Odisha as per scope of work at Section – V. Though adequate care has been taken while preparing the RfP documents, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten (10) days from the date of issue of Bid documents, it shall be considered that the Bid document is complete in all respects and has been received by the Bidder in complete shape. While this RfP has been prepared in good faith, GRIDCO does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omission on their part. All information submitted in response to RfP become the property of GRIDCO and GRIDCO does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary

			data contained therein. In submitting a proposal in response to the RfP, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the RfP nor any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers on this page.
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SECTION-III

BID Data Sheet

Sl. No.	Particulars
1	E-Tender (NIT) No.: GRIDCO/RE NODAL AGENCY/E-TENDER/03/2026-27, Dated: 07.10.2026
2	Purpose: “Installation, commissioning and dismantling of 150m tall lattice masts along with allied wind data measuring instruments including one year Operation & Maintenance at 6 (six) locations in the state of Odisha.”
3	Address of the Owner: GRIDCO Limited, Janpath, Bhoinagar, Bhubaneswar–751022, Odisha Website of GRIDCO: www.gridco.co.in Contact Person: Ms. Mahesh Prasad Dash, CPM (RE)
4	Date for availability of Tender document: From: 07.10.2026
5	Date, Time & Place of the Pre-Bid Meeting: Date: 27.10.2026 Time: 12:00 PM Venue: GRIDCO conference Hall/Through VC
6	Due Date for Submission of the Bid: Date: 12.11.2026 (1:00 PM)
7	Date, Time & Place for opening of the Techno Commercial Bid: Date: 12.11.2026 (5:00 PM) Place: Conference Hall, GRIDCO Limited, Janpath, Bhoinagar, Bhubaneswar–751022, Odisha Date of opening of Price Bid will be intimated later on.

8	Cost of the Bid Document: Rs.10,000.00 (Rupees Ten Thousand only) plus GST @18% (total of Rs 11,800.00) to be submitted in the form of Demand Draft issued in favour of GRIDCO Ltd, payable at Bhubaneswar or paid online through IMPS or NEFT towards the cost of the bid document. <i>Note: Bidders are required to submit the DD or Money Receipt along with the Techno-Commercial Bid.</i>
9	Bid Security (EMD): Bid Security (EMD) for an amount of Rs. 5,00,000/- (Rupees Five Lakhs) only in favour of RE NODAL AGENCY payable at Bhubaneswar in the form of Demand Draft or paid online through NEFT/ RTGS from a Scheduled Bank, in case of online payment, documentary proof to be provided at the time of submission of techno-commercial bid. <u>Bank Details for Online Payment</u> A/C Name: RE NODAL AGENCY ACCOUNT Bank Name- HDFC Bank Branch Name: CHANDRASEKHARPUR, BHUBANESWAR Account No. 50200079352520 IFSC Code: HDFC0001252
10	Period of Contract: Eighteen (18) months from the date of issuance of LoA.
11	Bidding Methodology: Single Stage Two Part Basis.
12	Techno-commercial Proposal: To be submitted as per the format prescribed in Section-IX along with the supporting documents.
13	Bid Validity: Six months from the last date of the submission of the bid.
14	Price Proposal: To be submitted as per the format prescribed in Form P1 and P2.
15	Contract Performance Bank Guarantee (CPBG): The successful Bidder shall furnish the CPBG @10% of the Contract Price within 20 days of the issue of LOA in accordance with the GCC and in the prescribed format enclosed in Annexure II of Section-X (Contract Forms).
16	Signing of the Contract Agreement: The successful bidder shall sign the Contract Agreement within 30 days from the date of issue of LOA.

SECTION-IV

ELIGIBILITY CRITERIA

The proposals of only those bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

The details of qualification requirements including General requirements, technical requirements and financial requirements are provided in the table below. The bidders are required to furnish the required supporting documents along with the Technical Bid.

Sl. No.	Eligibility Criteria	Required Documents
General Requirement:		
1.	The bidder can be a single bidder or a consortium of bidders. In case of consortium, the lead bidder shall be a company registered under the companies act/ incorporated as trust & societies created either by any state government or Government of India.	Copy of the Certificate of Incorporation/ Registration Certificate/ Certificate Commencement of Business along with submission of AoA and MoA. In case of Consortium: All Partners of Joint Venture/ Consortium shall be domiciled companies in India. Both the partners of the Joint Venture/ Consortium together shall meet the Technical & Financial qualification criteria mentioned. Such Joint Venture/ Consortium shall be formed through Joint Venture/Consortium Agreement as per the format and manner specified in the annexure (4 & 5) to this Tender Document. Maximum number of Partners in a Joint Venture/ Consortium is limited to two (02) only including the lead partner. The Consortium/ JV shall nominate one of its partners of the Consortium/ JV, fulfilling the Technical and financial

		qualifying criteria, as Lead Partner who shall be exclusively authorized to incur liabilities and receive instruction for and on behalf of Joint Venture/ Consortium and its other partner. This authorization shall be evidenced by submitting a power of attorney and Joint Venture/ Consortium agreement signed by legally authorized signatories of the partners as per Performa.
2.	The Bidder should have valid Goods and Service Tax Identification Number (GSTIN)	Copy GSTIN Registration Certificate. In case of Consortium, both partners will submit copy of GST registration certificate.
3.	The Bidder should have valid PAN Number	Copy of PAN Card In case of Consortium, both partners will submit Copy of GST registration certificate.
4.	The Bidder shall provide duly notarized Power of Attorney (PoA) in original of the signatory of the Bid to commit the Bidder	Duly notarized Power of Attorney in original, executed on Non-Judicial Stamp Paper of Appropriate Value as per Format-F/02 . In case of Consortium, submit as per Annex-4&5.
5.	The bidder must not be presently banned/ de-listed/ black-listed/ debarred either by Central Government/ State Government/ Union Territory/ PSU/ Government Department in India, or any entity controlled by them, from participating in any project and the bar subsists as on the date of proposal.	The bidder should provide an undertaking as per the format provided in FORMAT –F/03 .

6.	The bidder should have, during the last Five (5) years (from the date of publishing of RFP), neither failed to perform on any agreement (as evidenced by imposition of penalty by an arbitral or judicial or regulatory authority or a judicial pronouncement or arbitration award against the bidder) nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such bidder.	The bidder should provide an undertaking that the bidder neither failed to perform on any agreement or been expelled from any project or agreement nor had any agreement terminated for breach of contract by such bidder.as per the format provided in FORMAT- F/04.
7.	The bidder should have minimum 5 years of experience in designing, installing, commissioning including O&M of WRA/WTG within India.	Copy of work order/work completion certificates mentioning the nature of work, the period during which the work was done for at least one contract awarded in last 5 years (from the date of issuance of the RfP). In case of non-availability of work completion certificate, the final payment receipt with the copy of invoice raised shall be submitted. The above documents to be submitted as enclosure to the attached format as per FORMAT- F/07.
Financial Requirement:		
8	The Bidder should have average minimum annual turnover of INR 9.00 (Nine) Crore during each of the last 3 (three) financial years (i.e., FY 2023-24, FY 2024-25 and FY 2025-26) from WRA (Wind Resource Assessment) / WTG (Wind Turbine Generator) services in India.	Copy of annual Audited balance sheets and profit and loss statements for the last three financial years (i.e., FY 2023-24, FY 2024-25 and FY 2025-26) along with CA Certificate indicating average minimum annual turnover of INR 9.00 Crores during the last three financial years from WRA services and/ or installation of wind turbine generators in India in attached format as per FORMAT-F/05.

9.	The Bidder should have positive net worth in each of the last 3 (three) financial years (i.e., FY 2023-24, FY 2024-25 and FY 2025-26) from WRA/WTG services in India.	CA Certificate indicating net worth of the company during the last three financial years (i.e., FY 2023-24, FY 2024-25 and FY 2025-26) in attached format as per FORMAT- F/06 .
Technical Requirement:		
10.	The bidder should have minimum 5 years of experience in designing & installing of WRA/WTG within India. or The bidder should have experience in designing, installing & commissioning of minimum 3 (Three) WRA Masts of 80 meter and above or Installation of Wind Turbine Generator (1 MW and above) in last 5 years (from the date of publishing of RFP) within India	Any of the supporting documents like Work Order/ Letter of Award (LoA)/ Contract Agreement/ Completion Certificate for each project mentioning the nature of work, the period during which the work was undertaken. In case of non-availability of work completion certificate, the final payment receipt with the copy of invoice raised shall be submitted. The above documents are to be submitted as enclosure to the attached format as per FORMAT- F/08.

Note: All the required documents shall be duly certified by the authorized signatory (as per board resolution).

SECTION-V

DURATION OF PROJECT AND SCOPE OF SERVICES

5.1 Duration of Services:

5.1.1 The tenure of project/ contract would be for a period of Eighteen (18) months (6 months for installation and commissioning of the wind masts, obtaining NOC from concerned authorities and 12 twelve months of operation and maintenance from the date of commissioning) from the date of issuance of LoA. Additionally, Bidder shall provide a warranty/support period of one (1) year beyond the completion of the data service period.

5.2 Scope of Services:

5.2.1 Supply, Erection and Commissioning of Wind Masts

- i. The bidder is responsible for design, fabrication, supply & transportation, civil foundation works, erection and commissioning of 150m lattice masts at the below 6 (six) locations, along with suitable power supply unit (viz., batteries, Solar Panels, fuel cells etc.) and all required accessories:

SI. No.	Wind Potential Site Details	District
1	Baliapal	Balasore
2	Bhograi	Balasore
3	Balighai	Puri
4	Kendrapara	Kendrapara
5	Rajnagar	Kendrapara
6	Ersama	Jagatsinghpur

The other details along with GPS coordinate have been provided in Appendix-II. GRIDCO may add/change the project locations based on requirement.

- ii. The wind measuring instruments like anemometers, wind direction and temperature sensors, data loggers, pyranometers, etc. as required for standard **wind data collection process shall be supplied/ arranged and installed by the bidder as per the Technical Specification furnished in Section-X.**
- iii. Necessary arrangements/provisions shall be provided for collecting the wind data and other parameters at different levels as per the technical specifications.

- iv. **The make and models of the instruments (Wind Speed, Wind Direction, Temperature, Pressure and Data acquisition etc.) shall be of the industry standard and should meet the technical specifications as given in Section X. Valid calibration certificates for all the instruments issued by ISO/IEC 17025 accredited lab/ MEASNET Calibrated shall be submitted.**
 - v. The data loggers, anemometers, wind vanes, pyranometers and other instruments shall be of applicable IS standards and as per the technical specifications given in Section X.
 - vi. The bidders shall be responsible for necessary clearances and arrangements for transportation of WRA mast equipment, etc.
- 5.2.2 The warranty for the sensors and data loggers as provided by OEMs shall be extended. The Bidder shall have to maintain inventories of spare sensors and data loggers in adequate numbers so as to ensure guaranteed availability of the WRA masts. If the sensors and loggers are defunct and not covered under warranty conditions by OEMs, the same shall be replaced at shortest possible time by procuring new ones and the cost will be reimbursed by GRIDCO.
- 5.2.3 The data in the data loggers shall be monitored by GRIDCO and downloaded whenever required. However, the bidder must provide monthly data to GRIDCO through a separate link or submission in digital and editable form. The monthly data collection report shall be submitted to GRIDCO/ NIWE in the first week of every month.
- 5.2.4 Comprehensive Operation and Maintenance during the measurement campaign:**
- i. The bidder shall be responsible for Operation & Maintenance of the wind masts for a period of 12 Months with round the clock security provision. Based on the necessity and requirement, the wind mast may be continued for one more year for which the O&M cost will be paid extra by GRIDCO.
 - ii. Bidder shall be responsible for taking insurance of all the equipment during the O&M period.
 - iii. In case of any vandalism, the bidder shall inform GRIDCO of any such event, in writing, along with necessary evidence. The Bidder shall restore the system within 5 days from date of occurrence of such event. Unavailability of WRA masts, in case of vandalism, shall not be considered for overall system availability calculations.
 - iv. The Bidder to ensure a minimum of 98% availability of the wind mast.

5.2.5 Data Storage, Data Management and Transmission:

- i. Wind data will be recorded at a range of heights as per the tender conditions. However, the actual heights measured may be modified based on discussions with GRIDCO.
- ii. The Bidder shall ensure continuous data collection with suitable mechanisms. Data availability shall comply with the IEC Standards/MEASNET guidelines.
- iii. The system should have sufficient storage for storing the raw wind data for a minimum of one year.
- iv. Only sensors that have been calibrated within the last five months shall be utilized for the measurement campaign. [Cup anemometer- MEASNET calibration, Wind vane, temperature, pressure, relative humidity, shall be calibrated from any NABL accredited lab and data logger shall be factory calibrated].
- v. The real time data from the data loggers shall be transferred (5G/ Satellite mode) directly to GRIDCO/ NIWE server. The Bidder shall also transfer data on daily & monthly basis through emails. For this, all the necessary provisions/ actions may be adopted by the Bidder.
- vi. The Bidder shall ensure seamless data transfer to GRIDCO server along with a provision of an online dashboard/ web portal system to remotely access the summary statistics of the collected meteorological measurements. Additionally, the Bidder shall send daily reports on data collection and wind mast availability to GRIDCO and/or NIWE.
- vii. The bidder should provide the uptime of 98% in a year (100% during windy seasons namely May – October). If 100% data are not collected during high wind season, the data collection will be extended for further one year without any additional cost to GRIDCO.
- viii. Data availability shall be 98% on monthly basis.
- ix. The collected data is the property of Govt. of Odisha, and it shall not be transferred/ used by the bidder for any other purposes. Bidder is solely responsible for data security/ data breach outside GRIDCO/ NIWE. The Bidder shall sign an NDA with GRIDCO in this regard as per Annexure 7.

5.2.6 Others

- i. Based on the requirement, GRIDCO may consider installation of additional wind masts, and the bidder shall accept the additional work at the same quoted price. However, the decision for installation of additional mast will be taken within one year from the date of issuance of LoA/ Work order under this tender.

- ii. Insurance covering the transport of the material, erection and operation & maintenance period shall be the responsibility of the bidder. Additionally, the bidder should ensure medical and accidental insurance for personnel involved in installation and O&M of Mast.
- iii. Security services for safeguarding wind masts will be the responsibility of the bidder.
- iv. The Successful Bidder shall also assist in obtaining permissive possession or acquisition of land for setup of WRA masts in the locations as specified in the Clause 5.2.1(5.2.1i). Further it shall survey for availability suitable of land for setting up of wind power projects in 10 km radius from the proposed WRA masts.
- v. The Bidder shall visit and examine the work site and its surroundings to gather all necessary information for preparing their Bid response/proposal. The Bidder will bear the cost of the site visit. The Bidder cannot hold GRIDCO liable for non-compliance due to missing prerequisite information. It is the Bidder's sole responsibility to gather all necessary information about the site, surroundings, working conditions, weather, etc., before submitting the bid response/proposal. However, GRIDCO may, upon request, facilitate access to the work site through an arranged visit.
- vi. The Bidder shall take into account the soil bearing capacity and soil characteristics of the site while preparing the Bid/Proposal. It shall be the sole responsibility of the Bidder to assess and verify all geotechnical conditions relevant to the foundation design and execution. In case there is a shift of the location is within 200 meters, no claims, deviations, or cost escalations on account of inadequate understanding of soil conditions or foundation requirements shall be permitted at any stage after submission of the Bid/Proposal. In addition to this, the Bidder shall sign a commitment agreement with GRIDCO in this regard as per Annexure 8. In case there is a shift of the location beyond 200 meters, any additional costs arising thereof may be considered by GRIDCO, subject to due validation by GRIDCO and satisfactory justification furnished by the Bidder.
- vii. The Bidder shall make necessary arrangements for access to the WRA Mast location, including provision and maintenance of any required connecting roads. It shall be the sole responsibility of the Bidder to assess the need for and execute such works. In case there is a shift of the location is within 200 meters, no claims, deviations, or cost escalations on account of construction, improvement, or maintenance of connecting roads shall be permitted at any stage after submission of the Bid/Proposal. In case there is a shift of the

location is beyond 200 meters, any additional costs arising thereof may be considered by GRIDCO, subject to due validation by GRIDCO and satisfactory justification furnished by the Bidder.

viii. Any additional design verification required from IIT or any statutory body specified in the RfP shall be arranged and borne by the Bidder as a pre-requisite design certificate should be submitted along with the bid. It shall be the sole responsibility of the Bidder to comply with such requirements. In case there is a shift of the location is within 200 meters, no additional claims, deviations, or cost escalations on this account shall be permitted at any stage after submission of the Bid/Proposal. In case there is a shift of the location is beyond 200 meters, any additional costs arising thereof may be considered by GRIDCO, subject to due validation by GRIDCO and satisfactory justification furnished by the Bidder.

5.2.7 The scope of work matrix highlighting the responsibility of each stakeholder is given below:

Sl. No.	Activities	Responsibility
Project Activities		
1	NoC against WRA Land (Permissive possession and/ or acquiring of land)	GRIDCO/ Designated agency of GRIDCO
2	NoC from Ministry of Defense/Airport Authority of India	Bidder
3	Statutory Clearance and any other regulatory clearances	Bidder
4	Arrangement of clear sites for installation of wind masts	Bidder
5	Payment of lease rentals, if any, to landowners	Bidder
6	Submission of Drawings	Bidder
7	Acceptance of Design Validated Drawings from IIT or other statutory bodies	GRIDCO/ Designated agency of GRIDCO
8	Submission of Bill of Material	Bidder
9	Approval of Bill of Material	GRIDCO/ Designated agency of GRIDCO

10	Factory Inspection Test	GRIDCO/ NIWE/ Designated agency of GRIDCO
11	Transportation of material to site	Bidder
12	Installation & Commissioning	Bidder
13	Pre commissioning verification	GRIDCO/ Designated agency of GRIDCO
14	Dismantling of Masts	Bidder
General tasks		
14	Safety & Security (from material received at site)	Bidder
15	Operation & Maintenance	Bidder
16	Data collection and data sharing (online and onsite). The data availability shall be 98% is mandatory and the bidder shall ensure sufficient availability of spares at each site.	Bidder
17	Data verification, Quality checks and analyze the wind data with NIWE as per guideline of MNRE.	GRIDCO
18	Arrangement of Construction Power and Water as well as during O&M period	Bidder
19	Identification of suitable land for installation of WRA masts and support in its acquisition	Bidder

5.3 TIME SCHEDULE FOR PROJECT EXECUTION

5.3.1 The bidder must supply, install and commission the wind mast and wind data measuring instruments as per the scope within the allowed time limit from the date of issue of LOA. The bidder must provide the detailed plan for execution of project along with the acceptance of Letter of Award (LOA). The project timeline for the major milestone is given below:

Milestone	Timeline (Where NOC from Defense/ AAI etc. is required)	Timeline (Where NOC from Defense/ AAI etc. is not required)
Issue of LOA	0 day	0 day
Submission of acceptance to LOA	0+7 days	0+7 days
Submission of relevant documents e.g. drawings, BOM, documents required for applying NOC from Ministry of Defense/Airport Authority of India etc. as per the scope	0+150 days	0+90 days
Delivery of material to site		
Commission of the project	0+180 days	0+120 days
Data logging, O&M of the Masts	CoD + 12 months	CoD + 12 months
Dismantling of Masts	3 months after the completion of support period	3 months after the completion of support period

5.3.2 The time schedule for completion of the measurement campaign is extendable up to a maximum of 3 months and only in cases where the bidder can give justifiable reasons for the delay caused and a need for time extension. Any time extension shall be applicable only if it is acceptable to GRIDCO. However, in case of any time extension provided, no additional payment to the bidder will be entertained.

5.3.3 The successful bidder must submit all relevant documents for obtaining the elevation certificate from Ministry of Defense/Airport Authority of India as per the notification of NIWE (NIWE/WRA/2023-24 Date: 18.01.2024) for setting up the wind mast. These documents will be submitted along with acceptance of Letter of Award (LOA).

5.3.4 Dismantling of Wind Measurement Masts

Upon successful completion of the wind data assessment period, expiry of the applicable warranty period, and issuance of written clearance by GRIDCO for dismantling, the Bidder shall be responsible for dismantling the WRA and associated components (WRA Unit) from the Project Site and shall restore the

site to its original condition, reasonable wear and tear excepted, and to the satisfaction of GRIDCO.

- a. Turnkey Mode: The Bidder shall submit in Form F/09 its offer price for the repurchase of the WRA Mast and associated components ("WRA Unit"). Upon GRIDCO's written approval for dismantling, the Bidder shall dismantle the WRA Unit at its own cost and risk. Subject to GRIDCO's acceptance of the offered repurchase price, the Bidder shall remit the approved amount to GRIDCO, whereupon title to the WRA Unit shall transfer to the Bidder, who may thereafter remove it from the Project Site at its own cost and risk.
- b. Rental Mode: Bidder shall retain full ownership of the WRA unit throughout the Contract Period. Following GRIDCO's written clearance for dismantling, the Bidder shall have the right and obligation to dismantle the WRA Unit from the Project Site at its own cost and risk.

SECTION-VI

PAYMENT TERM

GRIDCO shall obtain the equipment along with the associated service under either of the following procurement modes:

- (i) **Turnkey mode:** Ownership of all equipment associated with the WRA shall remain with GRIDCO.
- (ii) **Rental Mode:** GRIDCO shall avail only the services. All the equipment associated with WRA masts shall be supplied to GRIDCO on rent basis and up to the contract period.

Note: Scope of works under either of the above two options will be identical.

Thus, the bidder shall quote two separate prices for (i) Turnkey Project, considering the project including cost of WRA components, O&M cost and all other work as per the scope of works and (ii) Supply of services under Rental mode considering supply of all the WRA mast related equipment and components on rent basis along with cost of O&M. At the time of award of work order, GRIDCO shall decide the mode of procurement of services during bid evaluation and mention the same in the LoA.

A. Payment Terms for procurement of WRA Masts on Turnkey Basis

Payment Milestone	Payment
On supply and receipt of mast(s), by GRIDCO, at the site(s)	• <u>40% of the total cost</u> Payment shall be done upon material getting delivered at the site subject to production of invoice, in original along with Dispatch Instruction (DI), Lorrey/ Rail Receipt, Challan, Packing List, Shipment details and e-Way Bill of Contractor along with detail Tax Invoice. The supporting documents must be duly certified by the authorized representative of GRIDCO/ NIWE.
After one month of installation and commissioning of the masts with required instruments	• 14% of the total cost On production of invoice along with supporting documents (in triplicate) and duly certified by the authorized representative of GRIDCO/NIWE as

	per specifications.
Payment against O&M shall be paid quarterly, on successful completion of each quarter.	9% of the total cost On production of invoice along with supporting documents (in triplicate) and duly certified by the authorized representative of GRIDCO/ NIWE as per specifications. The last quarter payment shall be released subject to receipt of final verified annual report of respective masts NIWE.
On successful operation of 12 months of support period (which is one year beyond the completion of the data service period)	10% of the total cost On production of invoice along with supporting documents (in triplicate) and duly certified by the authorized representative of GRIDCO/NIWE as per specifications. However, the retained amount can be released earlier on submission of bank guarantee equivalent to the value of retained amount.

B. Payment Terms for procurement of WRA Masts on Rental Mode

Payment Milestone	Payment
On Successful installation and commissioning of WRA Masts	22% of the total quoted cost of the mast on successful installation and commissioning of the WRA met mast along with mounting of Instruments system and after ensuring the receipt of real time data from the prescribed measurement site to GRIDCO or designated agency server. Payment shall be made upon production of invoice along with supporting documents (in triplicate) and duly certified by the authorized representative of GRIDCO/NIWE as per specifications
Monthly Payment	Monthly payment of 5.5% of the total quoted cost of the mast on submission of monthly

	data report and verification of data by GRIDCO/ NIWE for its post processed data quality of at least 85%. In the event of post-processed data quality being less than 85%, the monthly payment criteria are based on the minimum system availability of 98%.
On successful completion of 12 months of support period (one year beyond the completion of the data service period)	• 12% of the total quoted cost of the mast On production of invoice along with supporting documents (in triplicate) and duly certified by the authorized representative of GRIDCO/NIWE as per specifications. However, the retained amount can be released earlier on submission of bank guarantee equivalent to the value of retained amount.

SECTION-VII

EVALUATION OF BID

7.1 GRIDCO will determine whether the Proposals are substantially responsive to the Bidding Document and their proposal is complete. Material deficiencies in the proposal may render the proposal non-responsive and may lead to the rejection of the proposal.

7.2 To evaluate a Bid proposal, GRIDCO shall rely on the terms & conditions and methodologies defined in this document. GRIDCO shall look for following conditions for bid evaluation:

Techno-Commercial Evaluation

- Responsiveness of the Proposal
- Qualifications and Experience
- Turnover and Net worth of the bidder

After scrutiny of techno-commercial proposal offers, bidders shall be marked as technically qualified bidders and eligible for their financial bid to be opened.

7.3 The financial bids of technically qualified bidders shall be opened as per scheduled date and time. Following conditions in the financial proposal shall be evaluated:

Financial Evaluation

- The prices quoted must be inclusive of freight, insurance, statutory levies & duties etc., excluding Goods and Service Tax (GST).
- All the prices should be in INR only.

7.4 Prices discovered for each Bidder for each location shall be arranged in ascending order and the Bidder with lowest price quoted, without any deviations in the scope of work, shall be announced as the Successful Bidder and will be considered for awarding the work. However, a single bidder will be allocated not more than three (3) sites under this tender and the site allocation will be at the discretion of GRIDCO. For awarding rest of the sites, Bidder quoting the next lowest price shall be called for matching the lowest price. If the second lowest Bidder fails to match the lowest price discovered, bidder in the next lower rank shall be called. The above process shall be repeated until all sites are successfully awarded. However, in any case, GRIDCO is free to take any final decision, as per its discretion, for allocation of sites.

GRIDCO reserves the right to accept or reject any/all the quotations in part or full without assigning any reasons whatsoever.

SECTION-VIII

GENERAL CONDITIONS OF CONTRACT (GCC)

01.	Contract Documents	1.1	Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. Contract document covers, RfP document, bidders offer, letter of award, correspondence between GRIDCO and bidder.
02.	Definition	2.1	“PROJECT” shall mean Installation, Commissioning and Dismantling of 150m tall Lattice Masts for Wind Resource Assessment (WRA) along with allied Wind Data Measuring Instruments and 12 Months of Operation & Maintenance Services
		2.2	“Bid” shall mean Techno-Commercial Proposal & Price Proposal in prescribed FORMS submitted in response to RfP document.
		2.3	“Bidder” shall mean the company/ firms participating in the bid floated by GRIDCO for Installation, Commissioning and Dismantling of 150m tall Lattice Masts for Wind Resource Assessment (WRA) along with allied Wind Data Measuring Instruments and 12 Months of Operation & Maintenance Services at 6 (Six) locations in the state of Odisha and shall include his heirs, legal representatives, successors and permitted assigns.
		2.4	Null
		2.5	“Contract” shall mean the agreement signed by the Authorized representatives of GRIDCO and the Selected bidder covering “the GCC, Scope of Works, Techno-Commercial Bid & Price Bid submitted by the Bidder, Correspondences and Letter of Award” including amendments and clarifications thereto, if any, issued by GRIDCO.

		2.6	“Contract Period” shall be 18 (Eighteen) Months from the date of commissioning, and extensions, if any, thereof.
		2.7	“Effective Date of the Contract” shall mean the date of issue of Letter of Award for the project under this contract.
		2.8	‘GRIDCO/ Owner’ shall mean GRIDCO LIMITED, JANPATH, BHUBANESWAR and shall include its legal representatives, successors, and assigns.
		2.9	“LOA” i.e., “Letter of Award” shall mean the official notice issued by GRIDCO notifying the Bidder firm that his bid proposal has been accepted and it shall include amendments thereto, if any, issued by GRIDCO.
		2.10	“Month” shall mean the calendar month, and “Day” shall mean the calendar day.
		2.11	“Nodal Agency” shall mean GRIDCO Ltd., JANPATH BHUBANESWAR
		2.12	“Nodal Person” shall mean Chief Project Manager (RE), GRIDCO Ltd.
		2.13	“Other Terms & Expression” Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.
		2.14	“Person” shall mean and include firms, companies, corporations and associations, Joint Ventures/ Consortium or bodies of individuals, whether incorporated or not.
		2.15	“RE Policy” shall mean Odisha Renewable Energy Policy, 2022 notified on 30.11.2022 vide gazette notification No. 11757-ENG-HYD-HYDRO-0009/2022/En

		2.16	“RFP” i.e., “Request for Proposal” shall mean document consisting of NIT, ITB, BDS, Eligibility Criteria, Duration of Project & Scope of Services, Payment terms, Evaluation of Bid, Bidding Forms and Contract Forms and any amendments thereof.
03.	Interpretation	3.1	In this Contract unless a contrary intention is evident: (a) the clause headings are for convenient reference only and do not form part of this Contract. The headings shall not limit, alter, or affect the meaning of this Contract. (b) unless otherwise specified a reference to a clause number is a reference to all its sub-clauses. (c) unless otherwise specified a reference to a clause, sub- clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time. (d) a word in the singular includes the plural and a word in the plural includes the singular. (e) a reference to legislation includes legislation repealing, replacing, or amending that legislation. (f) where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings. (g) in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.
04.	Entire Agreement	4.1	The Contract constitutes the entire agreement between GRIDCO and the bidder and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

05.	Amendment	5.1	No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
06.	Non-waiver	6.1	Subject to GCC Clauses-28 and 29 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. Any waiver of a party's right, power or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
07.	Severability	7.1	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
08.	Language	8.1	The Contract as well as all correspondence and documents relating to the Contract exchanged between by the bidder and GRIDCO shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
		8.2	The bidder shall bear all costs of translation to English and all risks of the accuracy of such translation if required.
09.	Location	9.1	The Services shall be performed in project location as required by GRIDCO.

10.	Effectiveness of Contract	10.1	This Contract shall come into force and effect on the date of GRIDCO's Letter of Award.
11.	Authorized Representatives	11.1	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed: a) on behalf of GRIDCO byor his designated representative. b) on behalf of the bidder by or his designated representative.
12.	Relation between the Parties	12.1	Nothing contained herein shall be construed as establishing a relation between master and servant or of principal and agent as between GRIDCO and the bidder. The bidder, under this Contract, shall have complete charge of Personnel performing for the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
13.	Notices	13.1	Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified below at 13.2. The term "in writing" means communicated in written form with proof of receipt.
		13.2	Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, email to such Party at the following address or hosted in Website: a. For GRIDCO: Attention: Chief Project Manager (RE) Postal Address: GRIDCO Ltd

			Regd. Office, Janpath Bhoinagar, Bhubaneshwar – 751022, Odisha Phone: +91 6372556511 Email: re.mpdash@gridco.co.in b. For the bidder: Attention: Postal Address: Phone: Email:
		13.3	Notice will be deemed to be effective, when it is delivered to the other party in the normal course of delivery through personal delivery or registered mail, Fax, email or hosted in website.
14.	Governing Law	14.1	The Contract shall be governed by and interpreted in accordance with the laws of India. The Courts in Bhubaneswar and High Court of Odisha, Cuttack shall have exclusive jurisdiction with respect to the tendering process, award of contract and execution of contract.
15.	Settlement of Disputes	15.1	GRIDCO and the bidder shall make every effort to resolve the dispute amicably by direct informal negotiation.
		15.2	If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred to Chairman, GRIDCO who shall be the sole arbitrator for this purpose. If dispute doesn't get resolved by Chairman, GRIDCO, the same shall be governed by the provisions of arbitration and conciliation Act 1996.
16.	Commencement of Services	16.1	The bidder shall begin the project work immediately viz. from the date of acceptance of Letter of Award (the "Starting Date").
17.	Delivery	17.1	The Delivery of services and Completion of the Related Services shall be in accordance with the Scope of

			Services specified in Section-V . The Contract Monitoring Committee (CMC) shall review the Contractor's performance on a quarterly basis. Any deficiencies observed during the contract period shall be communicated to the Contractor for necessary corrective action to ensure compliance with the scope of work.
		17.2	The bidder, in relation to its deliverables, shall provide monthly data or information required by GRIDCO within the time schedule mentioned in Clause 5.2 of Section-V.
18.	Bidder's Responsibilities	18.1	The bidder shall provide the services mentioned in the Scope of Services shall be as per Section-V .
		18.2	The bidder shall provide services at GRIDCO, Bhubaneswar at its own cost for data monitoring, processing, and viewing. 1. With sufficient storage to store data of all 3 WRAs for a period of 12 months. 2. Data transmission, monitoring, processing, viewing, security etc. shall be in the scope of Bidder.
19.	GRIDCO's Responsibilities	19.1	For successful completion of the project, GRIDCO shall provide all necessary support for site clearances/approval from the competent authority without prejudice. The bidder shall bear all costs involved in the performance of its responsibilities, for the scope of the Services as per the contract.
		19.2	GRIDCO shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the bidder.
		19.3	GRIDCO may provide on Bidder's request, particulars / information / or documentation as available with them that may be required by Bidder for proper planning and execution of Scope of Services under this contract.
20.	Contract Price	20.1	The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

		20.2	Prices charged by the Bidder for the service provided under the Contract shall not vary from the prices quoted by the Bidder in its bid unless otherwise agreed between the bidder and GRIDCO till the completion of the contract.
21.	Terms Payment	21.1	The Contract Price shall be paid in the manner specified in the Section-VI (Payment Term). No invoice for extra work/change order on account of change order will be submitted by the Bidder unless the said extra work /change order has been authorized/approved by GRIDCO in writing.
		21.2	The Bidder's request for payment shall be made to GRIDCO in writing, accompanied by Tax Invoices (in triplicate) describing Services provided and supported by the documents evidencing submission and acceptance of deliverables specified as per Section-V .
		21.3	Payments shall be made promptly by GRIDCO after submission of an invoice along with supporting documents, subject to GRIDCO's acceptance. But if the progress is not satisfactory and according to agreed work program/schedule the payment may be withheld.
		21.4	Payment shall be made by GRIDCO as per the price of the Letter of Award. GRIDCO may deduct such amounts from the Invoice, which are to be recovered as per the GCC. Any payments made by GRIDCO towards obtaining statutory clearances shall be recovered by deducting the corresponding amount from the invoice.
22.	Taxes Duties	22.1	The Bidder and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended, or enacted laws except GST during tenure of this contract.
		22.2	Payment of taxes/duties shall not be made separately in any case. However, GST as applicable claimed by the bidder in their invoice shall be reimbursed.
		22.3	GRIDCO shall deduct the TDS at the appropriate rate as per the existing law.

24.	Confidential Information	24.1	The Bidder and the personnel of any of them shall not disclose any proprietary or confidential information relating to this contract during the period for which this contract has been made.
		24.2	The obligation of a party under this clause, however, shall not apply to information that: (a) now or hereafter enters the public domain through no fault of that party, (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party or Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
25.	Subcontracting	25.1	The Bidder shall not be permitted to sub-contract any part of its obligations under the Contract with GRIDCO.
26.	Service Quality	26.1	GRIDCO may reject any equipment supplied or any Service rendered or any part thereof that fails to conform to the specifications. The Bidder shall take measures necessary to meet the specifications at no cost to GRIDCO.
27.	Liquidated Damages	27.1	Except as provided under GCC Clause-28 , if the Bidder fails to perform any or all of the Services within the period as specified in clause 5.3.1, GRIDCO may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the contract price, supplied beyond stipulated delivery schedule for each week or part thereof of delay in deliverable, up to a maximum of 5% of contract price.
28.	Force Majeure	28.1	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm,

			flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
		28.2	Force Majeure shall not include: a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-bidders or agents or employees, nor b) Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder.
		28.3	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this 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, all with the objective of carrying out the terms and conditions of this Contract.
		28.4	A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
		28.5	A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
		28.6	The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
		28.7	The decision of GRIDCO regarding the occurrence, continuation, period, or extent of Force Majeure shall be

			final and binding on the Bidder.
		28.8	The contract period, pursuant to this Contract, shall be extended for a period equal to the time during which the contract could not be performed as a result of Force Majeure.
		28.9	Not later than thirty (30) days after the Bidder, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
29.	Suspension	29.1	GRIDCO may, by written notice of suspension to the Bidders, suspend all payments to the Bidders hereunder if the Bidders fail to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidders to remedy such failure within a period not exceeding Seven (7) days after receipt by the Bidders of such notice of suspension and shall invoke contract performance guarantee.
30.	Termination	30.1	Termination of Contract for Failure to Become Effective; If this Contract has not become effective within seven (7) days of the date hereof, either Party may, by not less than two weeks (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
		30.2	Termination for Default: i. GRIDCO may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Bidder terminate the Contract in whole or in part: ii. if the Bidder fails to provide acceptable quality of Services as per Scope of Services (Section V)

		iii. if the Bidder commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as GRIDCO in its absolute discretion decide) provided in a notice in this behalf from GRIDCO. iv. If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause-15 of GCC. v. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days. (a) In the event GRIDCO terminates the Contract in whole or in part, pursuant to GCC Clause30, GRIDCO may procure, upon such terms and in such manner as it deems appropriate, Deliverables or Services similar to those undelivered or not performed, and the Bidder shall be liable to GRIDCO for any additional costs for such similar Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.
	30.3	Termination for Insolvency: GRIDCO may at any time terminate the Contract by giving Notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to GRIDCO.
	30.4	Termination for Convenience: GRIDCO, by Notice sent to the Bidder, may terminate the Contract, as a whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for GRIDCO's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
	30.5	Consequences of Termination:

			Upon Termination of the Contract, the Bidder shall: (a) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the or equivalent authority of GRIDCO ("Exit Plan") (b) The or equivalent authority and along with designated team will review the Exit plan. If approved, Supplier shall start working on the same immediately. If the plan is rejected, Bidder shall prepare alternate plan within two calendar days. If the second plan is also rejected, or equivalent authority will provide a plan for Bidder, and it should be adhered by in totality.
		30.6	The Bidder and or equivalent authority will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.
31.	Cessation of Rights and Obligations	31.1	Upon termination of this Contract pursuant to Clause-30.4 hereof, or upon expiration of this Contract pursuant to Clause-42 hereof, all rights and obligations of the Parties hereunder shall cease, except a) Such rights and obligations as may have accrued on the date of termination or expiration, b) The obligation of confidentiality set forth in Clause-24 hereof, Any right which a Party may have under the Applicable Law.
32.	Cessation of Services	32.1	Upon termination of this Contract by notice to pursuant to Clause-30 hereof, the Bidders shall, immediately upon dispatch or receipt of such notice, take all necessary steps as provided in Clause-30 hereof, to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
33.	Payment upon Termination	33.1	Upon termination of this Contract pursuant to Clause-30 hereof, GRIDCO shall make the following payments to the Bidder:

			a) Fee for Services satisfactorily performed prior to the effective date of termination; after adjustment of the dues to GRIDCO. b) Except in the case of termination pursuant failure to perform, insolvency of the Bidder, deliberate false submission by the Bidder or for failure to comply with the final decision of an arbitration process, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract.
34.	Project	34.1	The Bidder shall not assign to any other party, in whole or in part, their obligations under this Contract.
35.	Disclaimer	35.1	GRIDCO reserves the right to share, with any consultant of its choice, any resultant Proposals, in order to secure expert opinion.
		35.2	GRIDCO reserves the right to accept or reject any proposal deemed to be in its best interest.
36.	Public Disclosure	36.1	All services/deliverables provided to GRIDCO by the Bidder are subject to Country and Odisha public disclosure laws such as RTI etc.
		36.2	The Bidder's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless GRIDCO first gives the Bidder its written consent.
37.	Adherence to rules Regulations and restrictions	37.1	Bidder shall comply with the provision of all laws including labour laws, rules, regulations, and notifications issued there from time to time.
		37.2	The Bidder shall take all measures necessary or proper and ensure due diligence to protect the personnel, work and facilities and shall observe all reasonable rules and instruction. Bidder's Team shall adhere to all security requirements/regulations of GRIDCO during the execution of the work. GRIDCO's employees also shall comply with its procedures/policy.
		37.3	The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such

			abnormal situations.
38.	Fairness and Good Faith	38.1	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
		38.2	Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause-15 of the GCC.
39.	Insurance	39.1	The Bidder shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this project. The coverage of insurance shall be the sole responsibility of the bidder & GRIDCO shall have no liability in any manner.
40.	Conflict of Interest	40.1	The Bidder shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
		40.2	If the Bidder is found to be involved in a conflict-of-interest situation with regard to the present project, GRIDCO may choose to terminate this contract as per Clause-30 of GCC.
41.	Standard of Performance	41.1	The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional practices, engineering and consulting

			standards recognized by professional bodies, and shall observe sound management, and Technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Bidders shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to GRIDCO. The Bidder shall provide professional, objective, and impartial advice and at all times hold the Client's interest paramount, strictly avoiding conflicts with other projects or their own corporate interests.
42.	Expiration of Contract	42.1	Unless terminated earlier pursuant to Clause-30 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed, and the payments of remuneration and reimbursable expenditures have been made.

SECTION-IX

BIDDING FORMS

FORM F/01

RfP Submission Sheet

(To be submitted on Firm's Letterhead)

To,
Chief Project Manager (RE) GRIDCO Ltd
Regd. Office, Janpath
Bhoinagar, Bhubaneshwar – 751022, Odisha

Dear Sir,

Sub: Installation, commissioning and dismantling including one year Operation & Maintenance of 150 mtr. tall lattice masts along with allied wind data measuring instruments at 6 (Six) locations in the state of Odisha.

I, _____ M/s _____ herewith enclose the proposal for installation, commissioning, and dismantling including one year Operation & Maintenance of 150 mtr. tall lattice masts along with allied wind data measuring instruments at 6 (Six) locations in the state of Odisha.

We hereby confirm that we have read the provisions of the following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of the clauses of RfP are acceptable to us and we have not taken any deviation to these clauses.

- a. Terms of Payment:
- b. Bid Security (EMD):
- c. Contract Performance Bank Guarantee:
- d. Deliverables:
- e. Bid Validity Period:
- f. Price Basis:

We further confirm that any deviation to the above clauses at Sl. No. (a) through (f) found anywhere in our Bid Proposal, implicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to GRIDCO.

I hereby accept and abide by the scope & terms and conditions of RfP document

unconditionally.

Signature of Authorized Signatory:

Full Name:

Designation:

Witnesses:

Name:

Designation:

Signature:

FORM F/02

POWER OF ATTORNEY

(On Non-Judicial Stamp Paper of Appropriate value)

Know all men by these presents that we M/s, a company organised and existing under the laws of (name of country) having its registered/ principal office/ place of business at..... represented by (name of persons) (the “executant”) do hereby nominate, constitute, authorize and appoint Mr. [name of attorney], son of [.....], resident of [.....] and presently employed with [employer name], a company/ corporation organised and existing under the laws of (name of the country) and having its registered office/principal place of business at [] as our true and lawful attorney (‘the attorney’) to do in our name and on our behalf all or any of the following acts, deeds and things in connection with or in respect of or relating to the notice inviting tender no. [.....] dated [.....] (the “NIT”) issued by GRIDCO Ltd., a company organised and existing under the laws of India and having its registered office/principal place of business (under the companies act) (at GRIDCO Limited., Janpath, Bhoinagar, Bhubaneshwar - 751022, Odisha, India) (the “Employer”) for the execution of the services described in the notice inviting tender (NIT) (the “Services”) that is to say:

To prepare, offer, sign, submit and deliver to the employer the executant’s bid for the services pursuant to the nit (the “bid”) including to make, sign submit, deliver, execute, and accept all documents, including applications and other writings necessary for or incidental to the signing, submission and delivery of the bid to the employer; to negotiate, enter into, sign and execute, accept and deliver all contracts undertakings, acceptances and other writings consequent upon acceptance of the executant’s bid; participate in bidders’ and other conferences and provide all information required by the employer and to furnish/seek clarifications arising out of or relating to the nit and, upon award of the contract consequent to the acceptance of the executant’s bid by the employer;

To represent and act on behalf of the executant in respect of all matters before the employer relating to the executant to bid and upon the acceptance of the executant’s bid by the employer including the resultant contract on such the acceptance of the executant’s bid (the “contract”) in respect of all matters relating to or arising out of or concerning the contract and to generally deal with the employer on behalf of the executant in all matters arising out of or in connection with or relating to or arising out of the executant’s bid. The NIT and the contract in the event of acceptance of the executant’s bid by the employer.

And generally, to do all other and further acts, deeds and things which are necessary

for or incidentally to or deemed appropriate for more effectual exercise of the powers hereby conferred.

And we, the Executant above named do hereby agree and undertake to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers hereby conferred and all acts, deeds and things done or caused to be done by our said Attorney pursuant hereto shall always be deemed to be the acts, deeds and things done by the Company itself.

In witness whereof, this power of attorney on this [date] day of [month], [2026] has been executed under the common seal of the company, at (name of place).

For [Name of the Executant]

By

(Name of Officer)

Title

WITNESSES

- 1.
- 2.

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

The Bidder should submit for verification the extract of the charter documents and documents such as a resolution of its Board of Director/ power of attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, shall be duly apostilled as per Hague Convention 1961 or duly stamped in accordance with Indian Stamp Act, 1899 within three months from the date of receipt of POA in India.

*Strike out the form if not applicable to the bidder.

Form F/03**No Blacklisting Certificate****(To be submitted on Firm's Letterhead)**

I,, M/s hereby certify that I/ we are not presently banned/ de-listed/ blacklisted/ debarred from business by any Central Government/ State Government/ Union Territory/ PSU/ Government Department or any entity controlled by them in India, on the grounds mentioned in Para 6 of Guidelines on banning of Business dealing and Eligibility Criteria Clause of Tender Document.

Signature of Authorized Signatory:**Full Name:****Designation:**

Form F/04

Undertaking

(To be submitted on Firm's Letterhead)

I,, M/s hereby certify that I/ we have neither failed to perform on any agreement nor been expelled from any project or agreement nor have had any agreement terminated for breach of contract by such bidder during last 05 (five) years.

If the information submitted above is found to be erroneous in future, the contract, if given to the firm, shall be rejected without assigning any reasons thereof.

Signature of Authorized Signatory:

Full Name:

Designation:

Form-F/05**Company's Financial Information**

Details of Average Annual Turnover (Consolidated) from setting up wind resource assessment business for the past three financial years as per Audited Accounts need to be provided in the following format:

	FY 2023-24	FY 2024-25	FY 2025-26
Company Annual Turnover (Consolidated) (Rs. in Crore)			

Average Annual Turnover (Consolidated) from setting up wind resource assessment Business in last Three Financial Years: Rs..... Crores.

Note:

1. Consolidated Audited Annual Reports/Financial Statements for last three applicable financial years have to be provided as proof of company turnover (Consolidated) from setting up wind resource assessment business.
2. The above statement shall be duly certified by the Chartered Accountant firm as proof for Turnover (Consolidated) from setting up wind resource assessment services based on the Audited Accounts.

Form-F/06**Company's Net-worth Information**

Net Worth for the past three financial years as per Audited Accounts need to be provided in the following format:

	FY 2023-24	FY 2024-25	FY:2025-26
Company Net Worth (Rs. in Crore)			

Note:

1. Consolidated Audited Annual Reports/Financial Statements for last three applicable financial years have to be provided as proof for company Net Worth.
2. The above statement shall be duly certified by the Chartered Accountant firm as proof for Net Worth based on the Audited Accounts.

Form F/07**Proof of experience over 5 years**

As proof of bidder's experience of over 5 years of setting up wind resource assessment system and/ or wind turbine generators in India, the copy of work order and work completion certificates mentioning the nature of work, the period during which the work was done meeting eligibility criteria under Section IV.7.

(In case of non-availability of work completion certificate, the final payment receipt with the copy of invoice raised shall be submitted)

Name of Project	Name of Client Organization	Project Capacity	Start and End Date of Project	Relevant Proof like LoA/ WC Certificate Submitted (Y/N)

Signature of Authorized Signatory:

Full Name:

Designation:

Form F/08**Project Management Experience**

The Bidder's relevant past experience regarding setting up wind resource assessment system and/ or wind turbine generators meeting eligibility criteria and Bid evaluation criteria.

Bidder should submit the details as per the format in the table provided below and necessary supporting documents such as LoA/ work order/ contract/ client citation/ confirmation for work done should be enclosed.

Name of Project	Name of Client Organization	Duration	Start and End Date of Project	Value of work order (Rs. Lakhs)	Relevant Proof Submitted (Y/N)

Form F/09**Proposal for repurchase of WRA Mast and associated components ("WRA Unit") under Turnkey Mode**

Sl. No.	Particulars	Offer Price of WRA Mast and associated components ("WRA Unit") (excluding GST)		No of locations applied for	Total cost in figures	Total cost in words
		in figures	in words			
1	Per unit rate for repurchase of WRA Mast and associated components ("WRA Unit")					

FORM P-1

Price Proposal (To be submitted on Firm's Letterhead)

To,
Deputy General Manager (HRD) GRIDCO Ltd
Regd. Office, Janpath
Bhoinagar, Bhubaneshwar – 751022, Odisha

Dear Sir,

Sub: Installation, commissioning and dismantling including one year Operation & Maintenance of 150 mtr. tall lattice masts along with allied wind data measuring instruments at 6 (Six) locations in the state of Odisha.

Reference No. _____

I, _____, M/s _____ herewith enclose Price Proposal against the subject RfP for Installation, commissioning, and dismantling including one year Operation & Maintenance of 150 mtr. tall lattice masts along with allied wind data measuring instruments at 6 (Six) locations in the state of Odisha.

I hereby accept and abide by the scope & terms and conditions of RfP document unconditionally.

Yours Faithfully,

Signature of Authorized Signatory:

Full Name:

Designation:

Form P-2 (A)**Price Proposal for WRA under Turnkey Mode**

Sl. No.	Particulars	Cost of 150m Wind Resource Assessment (WRA) as per the scope mentioned in the RFP (except GST)		Each location applied for	Total cost in figures	Total cost in words
		in figures	in words			
1	Per unit rate of installation, and commissioning of 150m. tall lattice masts along with allied wind data measuring instruments and dismantling (after completion of operation period)			Baliapal		
				Bhograi		
				Balighai		
				Kendrapada		
				Rajnagar		
				Erasma		

Note:

- Each bidder shall mandatorily quote for at least three (3) identified locations as part of its financial proposal.
- Any location may be added or replaced with existing location. Clarity regarding same, will be provided in pre-bid meeting or corrigendum will be issued in respect of same.
- GRIDCO will not be required to pay and/ or reimburse anything over and above the price quoted except GST, which will be payable as per the rate prevailing at the time of payments.
- For evaluation purposes, the per unit cost shall be considered. However, GRIDCO may

negotiate with the bidder if required.

- v. The prices shall be inclusive of all work items required for entire scope of WRA assessment.
- vi. If any mismatch happens in the unit price with lump sum price, then unit rate will prevail.
- vii. If any mismatch happens in figure and words, the word amount will prevail

Form P-2 (B)**Price Proposal for WRA under Rental Mode**

Sl. No.	Particulars	Cost of 150m Wind Resource Assessment (WRA) as per the scope mentioned in the RFP (except GST)		No of locations applied for	Total cost in figures	Total cost in words
		in figures	in words			
1	Per unit rate of installation, and commissioning of 150m. tall lattice masts along with allied wind data measuring instruments and dismantling (after completion of operation period)			Baliapal		
				Bhograi		
				Balighai		
				Kendrapada		
				Rajnagar		
				Erasma		

Note:

- Each bidder shall mandatorily quote for at least three (3) identified locations as part of its financial proposal.
- Any location may be added or replaced with existing location. Clarity regarding same, will be provided in pre-bid meeting or corrigendum will be issued in respect of same.
- GRIDCO will not be required to pay and/ or reimburse anything over and above the price quoted except GST, which will be payable as per the rate prevailing at the time of payments.
- For evaluation purposes, the per unit cost shall be considered. However, GRIDCO may

negotiate with the bidder if required.

- v. The prices shall be inclusive of all work items required for entire scope of WRA assessment.
- vi. If any mismatch happens in the unit price with lump sum price, then unit rate will prevail.
- vii. If any mismatch happens in figure and words, the word amount will prevail

SECTION-X

TECHNICAL SPECIFICATION

i. Lattice Tower for wind measurements:

- The design, fabrication, supply & transportation, civil foundation works, erection, and commissioning of 150 Meter lattice masts.
- The mast needs to be made up to 150m height using multiple segments of square cross section. The tower width should not be less than 450x450 mm for 150-meter lattice masts. The design of the structural sections of the mast should be confirmed to IS 800-2007 specification. Bidders need to ensure the structural integrity and safety of the lattice mast towers, especially at higher hub heights of 120m and 150m, where wind loads become more. Allowing larger tower widths with lesser than dimensions (As per tender document) may compromise the structural design and stability of the towers. However, if the authorized Govt organization (As per tender & Corrigendum) evaluates and certifies that, less than the size of 10 % of 400 mm can be safe under extreme wind conditions, Gridco may accept the offer. Any such relaxation should be based on proper engineering analysis and calculations to validate the structural safety factors under extreme wind conditions.
- The design of the tower including booms with its joint at tower face and the foundation, should be complete in all aspect and to be certified by IITs, NITs having adequate infrastructure or CSIR-Structural Engineering Research Centre, Govt. of India which will ensure the structural stability, safety and conforming the IS875, Part 3, Wind Load acting on structures requirements.
- The mast structure shall be guyed in suitable number of places at equal degrees apart and at suitable levels as per international standard ensuring safety and stability of the system. Provision shall be made for the adjustment of the tension of each guy.
- **Mast Material** - The mast materials should be mild steel (as per IS:2062-2011) and should be hot dip galvanised as per IS:2629-1985. Foundation bolts and other hardware have to be hot dip / spray galvanized and should be confirmed to IS 2629-1985. The mast segments have to be factory painted orange and white as per aviation rules. GRIDCO logo to be painted at each 20 meters for ease of identification & prominence.
- **Guy wire size** - The diameter of the guy wires should be such that it is easy to handle at the time of installation, dismantling and storing. The material should be

galvanized steel / fiber core wire ropes and should be confirmed to IS 2266:2002. The guy wire should be pre-cut and swaged to guy rings. A minimum pre-tension of 10% of UTS (Ultimate Tensile Strength) should be maintained to ensure structural tensile action of the guy under all windy conditions.

- **Structural Configurations**

- a. 150 mtr. Guyed tower is to be assembled with ease.
- b. Mast to be supported at approximate levels with required number of guy wires at each level.
- c. Galvanized/Fiber core guy wire ropes with two guy radius configuration or as per design approved by an authorized Structural Engineer/Firm.

- ii. **Provision of ladder on the tower**

- It is suggested that the suitable and convenient size accessories are welded as ladders (8 mm round rods) to carry out O&M operation at a later stage. The distance between each step of the ladder would be 150-175 mm (6 to 7 inches).
- The mast shall be fitted with a ladder rigid fall arrest safety climbing continuous rail with the provision of steps for climbing safely. The bidder shall provide two sets of safety belts with all necessary accessories and climbing rail.

- iii. **Boom arrangement for instruments and sensors and structural arrangement for Data logger:**

- A convenient structural arrangement and steel section with appropriate sensor mounting arrangement are to be provided for the boom as per IEC 61400-12-1 (wherever applicable) fixing 8 Nos. of Cup Anemometers at 7 levels (150m – 2 numbers (North & South), 120m – 1 Number, 100m – 1 number, 80m- 1 number, 50m - 1 number, 30m - 1 number and 10m - 1 number wind vanes at 4 levels (146 m- 1 number, 118m – 1 number, 98m – 1 number and 48m – 1 number). Shield Cables are to be provided by the bidder/ contractor at the time of commissioning.
- The wind sensor boom length needs to be at least 6 to 7 times the face width from the tower center line (Standoff distance). The boom and its support structure should be designed appropriately to carry the sensor (including mountings) weighing about 2 to 3 kgs.

- iv. **Arrangements for lifting tools and tackling from the top of the tower:**

Some arrangements need to be provided on the ladder face of the tower where there is a boom arrangement to lift tools and other accessories to any part of the tower for O&M.

- v. **Foundation for tower (Central foundation) & Guy support foundation:**

- The casting and civil foundation works for the mast, and guys shall be done by the bidder to suit the site requirements. The foundations should be suitably elevated above the natural ground level to avoid the contact of water with anchors/guys/mast. Soil Bearing capacity (SBC) for hard strata is to be considered depending upon the engineering properties of soil and SPT “N” values for the determination of SBC.
- Minimum M30 grade concrete is to be used for foundation (if the soil contains chlorides and sulphates beyond acceptable limits, concrete needs to be protected with bitumen paint. All the guy-support foundations shall be designed assuming submerged in the sea water. Analysis of the sulphate content of salt water has to be carried out to decide on the coatings required for the tower portion, which is in the underwater zone. Rebar to conform to the requirements of CRS of Fe500 specification grade can be used. All rebar to have a minimum of 75mm concrete cover. The type and depth of the foundation shall be decided by the design engineer. Design and appropriate calculation sheets (design/load) are to be enclosed along with the tender document duly attested by the authorized Structural Engineer/firm. Soil and salinity should be given special consideration in design, material selection of structure guys and foundation. The complete report along with results of the laboratory test must be submitted to GRIDCO before initiating the foundation work at the site.

vi. Corrosion Protection Requirements

The mast shall be protected against corrosion corresponding to class IM2, Atmospheric Corrosion Category C5-M, according to ISO 12944-2. Passive Corrosion protection system i.e. coatings on tower, guy wire, and foundation shall be implemented for meeting the corrosion requirements at the site. Special coatings like dense epoxy and dense polyurethane coatings to be applied. The choice of materials, coating thickness, workmanship, testing etc. shall comply with ISO 12944 or an equivalent standard. Guywire protection shall be done with suitable grease.

We suggest increasing the galvanize coat thickness from standard 85 microns to 110 microns and giving a coat of aircraft waring epoxy paint. This way the life of the tower will multiply many times.

vii. Earthing & Lightning arrestor

Earthing and lightning arrestor arrangements for the mast and instruments need to be provided separately as per IE rules. The Earthing and lightning arrestor arrangements must be a separate entity without touching the mast structure by providing sufficient rubbers in between to maintain below 6 ohms of resistance.

viii. Instruments and sensor locations:

The technical specifications for wind masts, data loggers and sensors are furnished in

the Annexures. The instruments/sensors to be installed at each mast are as follows:

Sl. No.	Instrument type Height	Height/level (For 150m Mast)	Remarks
1	Wind speed sensor (Cup Anemometer) (Calibration as per MEASNET)	150m North 150m South 120m South 100m South 80m South 50m South 30m South 10m South	Detailed specifications attached in Annexure - A.
2	Wind direction sensor (Wind Vanes)	146m North 118m South 98m South 48m North	Detailed specifications attached in Annexure - B
3	Temperature sensor	10m and 120 m levels	
4	Pressure sensor	10m and 120 m levels	
5	Relative Humidity sensor	10m and 120 m levels	
6	Rain Gauge Sensor (Model PL 400 or better)	As per ISO/IEC standard/NIWE guidelines	Detailed specifications are attached in Annexure-C
7	Data logger	5m	
8	Specifications for wind masts		

ANNEXURE - A: ANEMOMETER SENSOR WITH CALIBRATION

Sl. No.	Specifications	Requirement
ANEMOMETER SENSOR with MEASNET calibration		
1	Sensor type	3-Cup Anemometer
2	Class	Class: Class better than 1.7A or 1.7C (flat sites), 2.5B, 2.5D or 1.7S in complex site., without heating, classification report as per IEC-61400-12-1-2017 ed.2 should be submitted by the bidders
3	Accuracy	±1.5% or better
4	Range	0.3 m/s to 75m/s
5	Supply voltage	9 - 12 VDC
6	Starting wind speed (Threshold)	9 - 12 VDC
7	Operating Temperature	-5 to +60°C
8	Calibrated	As per the requirements of IEC 61400-12-1 (in vogue) MEASNET Calibrated (each sensor should be calibrated as per MEASNET and each sensor should be provided with its respective calibration certificate).
9	Compatibility	Instrument which is compatible with all data loggers. If any additional interface card/ connector/converter is required, the same has to be provided by the vendor as per the request of M/s GRIDCO with no additional charge.
10	Signal type	Low level AC/DC –Signal (4 – 20 mA/ 0-5 V DC)/ frequency (count) signal
11	Operating Humidity range	0 to 100% relative humidity non-condensing
WIND VANE SENSOR		
1	Sensor type	Continuous rotation potentiometric type / Tunnel magneto resistance wind direction vane
2	Uncertainty	±3° or better
3	Compatibility	0 to 360° continuous rotation

4	Starting wind speed (Threshold)	< 1 m/s at 10° amplitudes according to ASTM-Standards D5366-96 < 0.4 m/s at 90° amplitude according to VDI-Standard 3786 Part 2
5	Input Voltage range	Input Voltage range 9v to 12v DC
6	Survival Speed	Max 65 m/s or better
7	Dead band	No Dead Band
8	Output Signal Range	Analog signal compatible to data logger. If any additional Interface Card/ Connector/ Converter are required, the same has to be provided by the vendor as per the request of GRIDCO with no additional charges
9	Operating Temperature	-5 to +60°C

The bidder should submit all the relevant documents in support of their product's technical compliance with GRIDCO's requirement (item-wise).

ANNEXURE - B: TEMPERATURE & HUMIDITY SENSOR WITH RADIATION SHIELD

TEMPERATURE & HUMIDITY SENSOR WITH RADIATION SHIELD

Sl. No.	Specifications	Requirement
TEMPERATURE		
1	Sensor Type	RTD
2	Sensor Range	- 50° C to + 60° C
3	Accuracy	±0.5°C or better with radiation shield
4	Input Voltage range	9 - 12 VDC
5	Output	4-20 mA/ 0-5 V DC
6	Operating Temperature	-5 to +60°C
7	Operating Humidity range	0 to 100% relative humidity non-condensing
RELATIVE HUMIDITY		
8	Sensor Range	0 to 100% RH
9	Accuracy	±2% or better
10	Sensor Type	Capacitance type/ Polymer capacitor Type Humidity sensor
11	Stability	±1% per year or better
12	Calibration Certificate for each of the sensor	From any NABL accredited body/ agency. The supplier has to submit all the calibration certificates at the time of delivery.

MULTI PLATE RADIATION SHIELD: A Multi Plate Radiation Shield to protect temperature and relative humidity sensors from the errors produced by Solar Irradiation and Precipitation. The multi plate radiation shield should block the direct and reflected solar irradiation and permit the flow of air. The radiation shield should be made of high reflective, low thermal conductions and weather resistant material. The design of the radiation should be such that it covers the temperature and humidity.

Further, each WRA Mast must be capable of measuring, reading and recording solar irradiance.

BAROMETRIC PRESSURE SENSOR

SN	Specifications	Requirement
1	Purpose	Measurement of Air Pressure
2	Range	500 to 1100 hPa
3	Accuracy	±1.0 mb or better
4	Input Voltage range	9 - 12 VDC

5	Output	4-20 mA/ 0-5 V DC
6	Operating Temperature	-5 to +60°C
7	Operating Humidity range	0 to 100% relative humidity non-condensing
8	Calibration Certificate for each of the sensor	From any NABL accredited body/ agency. The supplier has to submit all the calibration certificates at the time of delivery.

RAIN GAUGE SENSOR

SN	Specifications	Requirement
1	Purpose	Measurement of Rainfall
2	Orifice area	400cm ²
3	Operating range	Unlimited reed contact
4	Max counting rate	0 ÷ 600 mm/h
5	Average accuracy	±2% @30mm/h
6	Signal output	Dry reed contact pulses (R<250Ω)
7	Working temperature	0 ÷ 80°C
8	Power supply & Consumption	10÷30Vdc
9	Calibration Certificate for each of the sensor	From any NABL accredited body/ agency. The supplier has to submit all the calibration certificates at the time of delivery.

The bidder should submit all the relevant documents in support of their product's technical compliance with GRIDCO's requirement (item-wise).

ANNEXURE - C: DATA LOGGER WITH COMMUNICATION DEVICE

DATA LOGGER WITH COMMUNICATION DEVICE		
Sl. No	Specifications	Requirement
1	Channels	Analog- 8 channels and above Counter-8 channels and above RS485-2 channel and above
2	Minimum Parameters to be recorded for each channel	Time stamped data: 1. Average 2. Standard deviation 3. Minimum 4. Maximum 5. Turbulence 6. Gust
3	Communication Port (for accessing datalogger remotely)	Ethernet port or USB port, Multimedia card and online
4	Resolution for Analog to Digital Conversion	16-bit ADC or better
5	Data Sampling rate	1 Hz (Frequency measurement according to IEC-61400-12-1) and should be displayed in the UI display, as and when needed.
6	Real time data	1. Mandatory (Data collection through Internet) 2. Modem/communication devices must be a part of the supply
7	Data Delivery	Internet & MMC card, Ethernet (optional)
8	Supply Voltage	9V to 36V DC

9	Storage medium	1. Internal memory should be capable of storing minimum 2- year data at 10 minutes interval and 2. External Memory – 2 GB or above
10	Averaging Interval	User selectable averaging time 1 min,10min
11	Communication/ Telemetry	GPRS/ 3G/ 4G for uninterrupted instant and unlimited access for site-wise data downloading directly to NIWE/ / GRIDCO designated agency server, analysis, and monitoring.
12	Data Encryption	Required (both on the server side and multimedia card side are essential). Relevant software is to be provided along with the datalogger to decrypt the data.
13	Interface	Data loggers should be compatible with all sensors (Anemometer& wind vane). In case of any need for interface card/ connectors, the same has to be provided by the bidder along with the datalogger, as per the request of NIWE/ GRIDCO designated agency with no additional charge.
14	Power Supply to Sensor	To be provided from data logger
15	Remote access of data logger	1. Provision for automatic download & user defined download time of the raw data/Real time data directly to the NIWE/ NIWE's client server with necessary software 2. Provision for data logger configuration, setting date and time, firmware update etc. through remote access must be available
16	Configuration of Datalogger	Configuration of datalogger through online (by Desktop computer or Laptop only) and Ethernet port or manual.
17	Software	1) The vendor has to provide all the relevant software including firmware (as & when required) 2) Data logger software must be compatible with the

		operating system like Windows 10, Windows 8 and as per the requirement of NIWE/ GRIDCO designated agency. 3) Software must have the capability to automatically download all wind data as detailed above
18	Guarantee/Warranty	For a period of minimum 1 year is required.
19	Weatherproof housing for protection (protocol)	Protocol IP 65 or NEMA4.4X13 or better
20	Physical Dimension	Less than 3 kg
21	Normative reference for data storage	Strictly as per IEC 61400-12-1
22	Graphic (UI) display	Required. The data logger must have a user interface display to view the setting/ real time (instantaneous) data/ logger status/ etc.
23	Automatic Data downloading	Instant and unlimited access to real time wind data via GPRS and Satellite modem. Provision to download the raw data directly to NIWE/ GRIDCO designated agency server is mandatory.
24	Timestamp	GPS synchronized and geo-located data
25	Norm	IEC 61400-12-1 (Data to be collected, shared & displayed as per IEC norms). The uncertainty of data logger must be less than sensor uncertainty. The data logger should be compatible with all the sensors.

The bidder should submit all the relevant documents in support of their product's technical compliance with GRIDCO's requirement (item-wise).

ANNEXURE – 1: CONTRACT FORM

THIS CONTRACT made the Day of,, between of (hereinafter “GRIDCO”), of the one part, and..... of (hereinafter “the bidder”), of the other part:

WHEREAS GRIDCO invited bids for Services, viz., and has accepted a Bid by the Bidder for the estimated Contract Value for the sum of Rs. (hereinafter “the Contract Price”).

Now This Contract Witnesseth as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be enclosed herewith and shall be deemed to form and be read and construed as part of this Contract, viz.:
 - **ITB (As per Enclosure)**
 - **Scope of Services (As per enclosure)**
 - **General Conditions of Contract (As per enclosure)**
 - **Payment Term. (As per enclosure)**
 - **Accepted Price Proposal. (As per Enclosure)**
 - **Letter of Award (LOA). (As per enclosure)**
 - **Contract Performance Bank Guarantee. (As per enclosure)**

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the reverse order listed above.

3. In consideration of the payments to be made by GRIDCO to the Bidder as indicated in this Contract, the Bidder hereby covenants with GRIDCO to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. GRIDCO hereby covenants to pay the Bidder in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (Authorized official of the GRIDCO)

Signed by _____ (for the Bidder)

ANNEXURE - 2: CONTRACT PERFORMANCE BANK GUARANTEE

(To be executed on non-judicial stamp paper as per Stamp Act.)

Date:

Contract Name and No.:

To:

_____ **WHERE**
AS _____ (hereinafter "the Bidder") has undertaken, pursuant to Contract No. _____ dated _____, _____ to take up the project for "Installation, Commissioning and Dismantling of 150m tall Lattice Masts for Wind Resource Assessment (WRA) along with allied Wind Data Measuring Instruments and 12 Months of Operation & Maintenance Services under (i) Turnkey and/ or (ii) Rental Model" for GRIDCO (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Bidder shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____, (hereinafter "the Guarantor"), have agreed to give the PMC a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____

as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. ***The guarantee can be presented by GRIDCO at any of our branches at Bhubaneswar who will pay the claim amount to GRIDCO immediately.***

In case of any delay by the Guarantor, in remitting the amounts under the present Guarantee, within 15 days from the date of receipt of notice of demand from GRIDCO, the Guarantor agrees to pay interest at the rate of 18% per annum compounded on quarterly rests from the date of demand, until the date of payment.

The Guarantor also agrees that GRIDCO at its option shall be entitled to enforce this Guarantee against the Guarantor as a principal debtor, without proceeding against the Bidder and notwithstanding any security or other guarantee GRIDCO may have in relation to the Bidder's liabilities.

Provided that the liability of the Guarantor under this Guarantee shall not exceed the said amount of Rs. (____/ - / Indian Rupees _____ only) exclusive of interest payable on the amount demanded in the notice till the date of payment to GRIDCO and interest thereon. Any disputes concerning or under this Guarantee shall be subject to the jurisdiction of courts located in

This security is valid until the _____ day of _____. Name _____ in the capacity of _____ Signed _____ Duly authorised to sign the security for and on behalf of _____
Date _____

Notwithstanding anything contained herein above.

- i) Our liability under this Bank Guarantee shall not exceed Rs _____ (Rupees____) only.
- ii) The Bank Guarantee shall be valid up to _____ only.
- iii) We or our Bank at Bhubaneswar (Name & Address of the Local Bank) are liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us or our local Bank at Bhubaneswar a written claim or demand and received by us or by Local Branch at Bhubaneswar on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter. **For _____ (indicate the name of the Bank)**

N.B.:

- (1) Name of the Bidder:
- (2) No. & Date of the Letter of Award / Contract:
- (3) Amount of the Bank Guarantee: Rs.....
- (4) Validity period or date up to which the Contract is valid:
- (5) Signature of the Constituent Authority of the Bank with seal:
- (6) Name & Addresses of the Witnesses with signature:
- (7) The Bank Guarantee shall be accepted only after getting confirmation from the respective Bank(s).

In the presence of

Name & Address _____

Witness _____

Name & Address _____

Witness _____

ANNEXURE - 3: INDEMNITY & INSURANCE

Awardee

Indemnify: – The successful bidder qualify for award of works (awardee) shall indemnify GRIDCO its successors, assigns, directors, officers, employees, agent from and against all claims, demands, action, suits, damages, liabilities, losses, costs and expenses (of or by a third party or involving a claim by a third party) arising out of the work undertaken, if any bodily injuries or death occasioned in course of employment under the awardee for execution of work.

Insurance: - The awardee shall purchase insurance policy in group insurance scheme from Nationalize insurance company insuring all the employees either on daily wages or on contract basis in all general also in hazardous work. GRIDCO shall not held liable if any injury, damage, death occasion during execution of work contract.

ANNEXURE – 4 PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

(On Non-Judicial Stamp Paper of Appropriate Value to be purchased in the Name of Joint Venture/Consortium)

Joint Venture/Consortium agreement between and for bid specification no.....of (GRIDCO Ltd.).

This Joint Venture/Consortium agreement executed on this day of Two thousand and between M/s..... a company incorporated under the laws of and having its Registered Office at..... (hereinafter called the “Lead Partner” 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 “Other Partner” which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract (in case of award) against the Tender Specification No.: for “Installation, Commissioning and Dismantling of 150m tall Lattice Masts for Wind Resource Assessment (WRA) along with allied Wind Data Measuring Instruments and 12 Months of Operation & Maintenance Services under (i) Turnkey and/ or (ii) Rental Model” of GRIDCO, a Govt of Odisha Undertaking, having its registered office at GRIDCO Office, Janapath, Bhubaneswar (hereinafter called the “GRIDCO”).

WHEREAS GRIDCO invited bids as per the above-mentioned SPECIFICATION NO.....

AND WHEREAS Qualification Requirement of the Bidder as per Instruction To Bidder (ITB), forming part of the bidding documents, stipulates that a Joint Venture/Consortium of two qualified firms as partners, meeting the requirement for the bid as applicable may bid, provided the Joint Venture/Consortium fulfills all other requirements jointly and in such a case, the BID shall be signed by the Lead partners legally bind both the Partners of the Joint Venture/Consortium, who will be jointly and severally liable to perform the Contract and all obligations thereunder.

AND WHEREAS the Joint Venture/Consortium agreement shall be attached to the bid and the contract performance guarantee will be submitted separately as per the format enclosed with the bidding document without any restriction of liability for either party.

AND WHEREAS the bid has been submitted to GRIDCO vide Bid Proposal Nodated by Lead Partner based on the Joint Venture/Consortium agreement between the Partners under these presents and the bid in accordance with the

requirements of Qualification Requirement of the Bidders, has been signed by the partners.

Now this agreement is witnessed as below:

In consideration of the above premises and agreement both the Partners to this Joint Venture/Consortium do hereby now agree as follows:

1. In consideration of the award of the Contract by GRIDCO to the Joint Venture/Consortium partners, we, the Partners to the Joint Venture/Consortium agreement do hereby agree that M/s..... shall act as Lead Partner and further declare and confirm that we shall jointly and severally be bound unto GRIDCO for the successful performance of the Contract and shall be fully responsible for execution of the Contract.
2. In case of any breach of the said Contract by the Lead Partner or other Partner, we do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if GRIDCO suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of services in meeting the performance guaranteed as per the specification in terms of the Contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to GRIDCO, on its demand without any demur. It shall not be necessary or obligatory for GRIDCO to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner.
4. The financial liability of the Partners of this Joint Venture/Consortium agreement to GRIDCO, with respect to any of the claims arising out of the non-performance of the obligation set forth in the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture/Consortium agreement.
5. It is expressly understood and agreed between the Partners to this Joint Venture/Consortium agreement that each of the Partners shall be as delineated hereunder.
 - a. the sharing of responsibilities and obligation.
 - b. Extent of participation of each party in the Joint Venture/Consortium.
 - c. Commitment of each party to furnish the Performance Security to the extent of his participation in the Joint Venture/Consortium.
 - d. Responsibility of each Partner of Joint Venture/Consortium (in terms of Physical and Financial involvement).
 - e. Working Capital arrangement of Joint Venture/Consortium.

- f. Provision that NEITHER party of the Joint Venture/Consortium shall be allowed to sign, pledge, sell or otherwise dispose of all or part of its respective interests in Joint Venture/Consortium to any party including existing partner (s) of the Joint Venture/Consortium. GRIDCO derives right to any consequent action (including blacklisting) against any or all Joint Venture/Consortium partners in case of any breach in this regard.
 - g. Management Structure of Joint Venture/Consortium with details.
 - h. Lead Partner to be identified who shall be empowered by the Joint Venture/Consortium to incur liabilities on behalf of Joint Venture/Consortium and to receive instructions for and on behalf of the Partners of Joint Venture/Consortium, whether jointly or severally, and entire execution of contract (including Payment) shall be Carried out exclusively through lead partner.
 - i. the Profit-Sharing Ratio of the partners of the Joint Venture/Consortium.
6. This Joint Venture/Consortium agreement shall be construed and interpreted in accordance with the laws of India and the courts of Bhubaneswar/Cuttack (Odisha) shall have the exclusive jurisdiction in all matters arising there under.
 7. In case of an award of Contract, We the Partners to the Joint Venture/Consortium agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of GRIDCO in the forms acceptable to GRIDCO for value of 10% of the Contract Price in the profit-sharing ratio of our share in the Joint Venture/Consortium Agreement.
 8. It is further agreed that the Joint Venture/Consortium agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till GRIDCO discharges the same. It shall be effective from the date mentioned above for all purposes and intents.

IN WITNESS WHERE OF the Partners to the Joint Venture/Consortium agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year mentioned above.

1. Common Seal.....of For Lead Partner has been affixed in my/our pursuant to the Board of Director's dated.....

(Signature of authorized resolution representative)

Signature

Signature

Name.....

Name

Designation.....

Designation

(Common Seal of the company)

2. Common Seal of For Other Partner has been affixed in my/ our
pursuant to the Board of Director's dated.....

(Signature of authorized representative)

Signature.....

Signature

Name.....

Name

Designation.....

Designation

(Common Seal of the company)

WITNESS

1. Signature:

Name:

Official Address:

2. Signature:

Name:

Official Address:

ANNEXURE - 5: DOCUMENTS TO BE UPLOADED

Sl. No.	Particulars	
1.	Scanned Copy of EMD details	
2.	Documentary evidence shall be submitted along with the bid.	
3.	Eligibility criteria form duly filled in as per Annexure	
4.	Customer Feedback certificate for five (5) successful projects in the area of supply and installation commissioning of Met Mast as per Clause 15 of GCC	
5.	Technical Compliance Sheet as per Annexure	
6.	Commitment /Undertaking letter in vendor letter head as per clause General 3.9 (point no 3)	
7.	Eligibility criteria form duly filled in as per Annexure	
8.	Copy of Registration and GST Certificate of the organization	
9.	Auditor Certificate confirming the Turnover for the past three years 2023-24, 2024-25 & 2025-26.	
10.	Duly filled Bid form, and Annexures	

ANNEXURE - 6: TECHNICAL COMPLIANCE SHEET

Sl. No.	Tender Technical Details	Compliance/ Deviation if any	Remarks

ANNEXURE - 7: NON-DISCLOSURE AGREEMENT (NDA) FORMAT

Non-Disclosure Agreement

(Data Confidentiality & Protection – Wind Resource Assessment / Data Collection Assignment)

This Non-Disclosure Agreement (hereinafter referred to as the “Agreement” / “NDA”) is made and executed at _____ on this _____ day of _____, 20____ (the “Effective Date”).

BY AND BETWEEN

GRIDCO Ltd., having its registered office at Janpath, Bhubaneswar – 751022, Odisha, India, acting for and on behalf of the Government of Odisha (hereinafter referred to as the “Disclosing Party” / “GRIDCO”, which expression shall, unless repugnant to the context, include its successors and permitted assigns) of the ONE PART;

AND

M/s _____, a firm/company having its registered/principal _____ office _____ at _____, represented herein by its authorised signatory Mr./Ms. _____ (hereinafter referred to as the “Receiving Party” / “Bidder” / “Contractor”, which expression shall, unless repugnant to the context, include its successors and permitted assigns) of the OTHER PART.

GRIDCO and the Bidder are hereinafter individually referred to as a “Party” and collectively as the “Parties”. The National Institute of Wind Energy (NIWE) shall be deemed a beneficiary of the confidentiality obligations under this Agreement.

RECITALS / WHEREAS

- A. GRIDCO proposes to award to the Bidder the work of data collection, wind resource assessment, survey, measurement and/or allied activities (the “Assignment”) pursuant to RfP/Tender No. _____ dated _____.
- B. In the course of the Assignment, the Bidder will collect, generate, access and/or handle data, information and records which are the exclusive property of the Government of Odisha.
- C. The Parties wish to record the terms governing the ownership, protection, permitted use, non-disclosure and secure handling of such data, and to give effect to Clause (ix) of the RfP.

NOW, THEREFORE, in consideration of the mutual covenants set out herein, the Parties agree as follows:

1. Definitions

- (a) “Confidential Information” / “Data” means all data and information, in any form or medium (whether written, oral, electronic, visual, or machine-readable), collected, measured, generated, compiled, recorded, accessed or otherwise obtained by the Bidder in connection with the Assignment, including but not limited to wind measurement data, meteorological data, site survey data, geo-spatial and location data, maps, drawings, reports, analyses, resource assessments, and any derivatives thereof.
- (b) “Government” means the Government of Odisha, in whom all right, title and interest in the Data vests.
- (c) “Purpose” means the performance of the Assignment strictly for and on behalf of GRIDCO / NIWE, and no other purpose whatsoever.
- (d) “Representatives” means the Bidder’s directors, officers, employees, agents, sub-contractors and advisors who have a strict need to access the Data solely for the Purpose.

2. Ownership of Data

- 1. All Data collected, generated or handled by the Bidder in connection with the Assignment shall be, and shall at all times remain, the exclusive property of the Government of Odisha. The Bidder acquires no right, title, interest, license or claim of any nature in the Data by reason of its collection, possession or handling.
- 2. The Bidder shall hold all Data in trust and as a custodian only, on behalf of the Government of Odisha, GRIDCO and NIWE.

3. Confidentiality and Permitted Use

- 3. The Bidder shall keep all Data strictly confidential and shall use it solely for the Purpose. The Data shall not be transferred, disclosed, published, shared, sold, licensed, reproduced, commercially exploited or otherwise used by the Bidder for any other purpose whatsoever.
- 4. The Bidder shall not disclose the Data to any third party without the prior written consent of GRIDCO. Access shall be restricted to Representatives strictly on a “need-to-know” basis, and the Bidder shall ensure that each such Representative is bound by confidentiality obligations no less stringent than those contained herein.
- 5. The Bidder shall promptly deliver up all Data to GRIDCO upon completion or termination of the Assignment, or as and when demanded by GRIDCO, and shall not retain any copies except as expressly permitted in writing by GRIDCO.

4. Data Security and Responsibility for Breach

6. The Bidder shall implement and maintain appropriate technical, physical, organisational and administrative safeguards to protect the Data against unauthorised access, use, disclosure, alteration, loss or destruction.
7. The Bidder shall be solely responsible for the security of the Data and for any data breach occurring outside the systems or control of GRIDCO / NIWE. Any loss, leakage, theft, corruption or unauthorised disclosure of Data attributable to the Bidder, its Representatives, systems or premises shall be to the Bidder's sole account and liability.
8. The Bidder shall notify GRIDCO in writing immediately, and in any event within twenty-four (24) hours, upon becoming aware of any actual or suspected breach, loss or unauthorised access to the Data, and shall take all necessary remedial measures at its own cost.

5. Indemnity and Liability

9. The Bidder shall indemnify, defend and hold harmless GRIDCO, NIWE and the Government of Odisha against any and all losses, damages, claims, liabilities, costs and expenses (including legal costs) arising out of or in connection with any breach of this Agreement or any unauthorised use, disclosure or breach of the Data by the Bidder or its Representatives.
10. The obligations of confidentiality and the Bidder's liability under this Agreement are in addition to, and not in derogation of, any other rights and remedies available to GRIDCO under the RfP/Tender, the contract and applicable law.

6. Term and Survival

11. This Agreement shall come into force on the Effective Date and shall continue in full force during the term of the Assignment. The obligations of confidentiality, non-use, data security, ownership and indemnity shall survive the completion, expiry or termination of the Assignment and shall continue in perpetuity.

7. Governing Law and Jurisdiction

12. This Agreement shall be governed by and construed in accordance with the laws of India. The courts at Bhubaneswar, Odisha shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement.

8. General

13. This Agreement constitutes the entire understanding between the Parties in relation to the confidentiality of the Data. Any amendment shall be valid only if

made in writing and duly executed by both Parties. If any provision is held invalid, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month and year first above written.

For and on behalf of GRIDCO	For and on behalf of the Bidder
(Disclosing Party)	(Receiving Party)
_____ Signature	_____ Signature
_____ Name:	_____ Name:
_____ Designation: _____	_____ Designation: _____
_____ Date:	_____ Company Seal:
_____	_____

WITNESSES

Witness 1	Witness 2
_____ Signature	_____ Signature
_____ Name:	_____ Name:
_____ Address:	_____ Address:
_____	_____

ANNEXURE - 8: COMMITMENT AGREEMENT FORMAT

COMMITMENT AGREEMENT

(Regarding Soil Conditions and Foundation Design)

This Commitment Agreement is executed on this ____ day of _____, 20, at Bhubaneswar, Odisha.

BETWEEN

GRIDCO Limited, having its registered office at _____, hereinafter referred to as "GRIDCO";

AND

M/s [Name of the Bidder], having its registered office at _____, hereinafter referred to as the "Bidder".

WHEREAS

The Bidder has submitted its Request for Proposal for Installation, Commissioning and Dismantling of 150m tall Lattice Masts for Wind Resource Assessment (WRA) along with allied Wind Data Measuring Instruments and 12 Months of Operation & Maintenance Services under (i) Turnkey and/ or (ii) Rental Model, bearing RfP No. _____.

NOW, THEREFORE, THE BIDDER HEREBY UNDERTAKES THAT:

- i. The Bidder has considered the soil-bearing capacity, soil characteristics, subsurface conditions, groundwater conditions and other relevant geotechnical conditions of the Project Site while preparing its Bid/Proposal.
- ii. The Bidder shall independently assess and verify all geotechnical conditions relevant to the design, engineering, construction and execution of foundations and associated works for the Project.
- iii. The Bidder shall undertake all necessary geotechnical investigations, field tests and laboratory tests through qualified agencies and in accordance with applicable laws, technical standards and good engineering practices.
- iv. The Bidder shall be solely responsible for the adequacy, safety, stability and suitability of the foundation design based on the actual Site conditions and Project requirements.
- v. Any soil improvement, piling, ground stabilization, dewatering, specialized foundation system or other additional work required due to the Site conditions shall be undertaken by the Bidder at its own cost and responsibility.
- vi. The Bidder confirms that all costs associated with geotechnical investigations, foundation design, soil improvement and execution of foundation works have been duly considered in its Bid/Proposal.
- vii. The Bidder shall not claim any additional payment or compensation from GRIDCO

solely on account of variation in soil or geotechnical conditions, except as may be expressly permitted under the Bidding Documents or Project Agreements.

- viii. Any review or approval of geotechnical reports, designs, drawings or calculations by GRIDCO shall not relieve the Bidder of its responsibilities and obligations under this Commitment Agreement and the Bidding Documents.
- ix. The Bidder shall promptly rectify, at its own cost, any defect, damage, settlement or foundation failure arising from inadequate investigation, improper assessment, deficient design or poor execution attributable to the Bidder.
- x. This Commitment Agreement shall form an integral part of the Bid/Proposal and shall remain binding on the Bidder in accordance with the terms of the Bidding Documents and applicable Project Agreements.

SIGNED AND ACCEPTED

For and on behalf of the Bidder

Signature: _____

Name: _____

Designation: _____

Name of the Bidder: _____

Date: _____

Place: _____

Company Seal

Witness

Signature: _____

Name and Address: _____

APPENDIX - I: E-TENDER LOGIN AND BID SUBMISSION GUIDELINES

Bidders are required to submit their bids both in hard copy as well as soft copy. Evaluation shall be made based on the documents submitted in e-tender portal. However Hard copy must be dispatched on the same day through courier/ speed post.

Bids submitted by telex/telegram will not be accepted. No request to submit the Bids in physical form will be entertained by GRIDCO.

GRIDCO reserves the right to reject any bid, which is not submitted according to the instruction stipulated.

- I. The Bidder must possess Compatible Digital Signature Certificate (DSC) of Class-III.
- II. Bidders are requested to follow the steps below for Registration on the tender website:
 - a. Click “Register”, fill the online registration form.
 - b. Pay the mentioned amount through online payment to GRIDCO Ltd. This registration is valid for one year.
 - c. Send the acknowledgment copy for verification.
 - d. As soon as the verification is done the e-tender user id will be enabled.
- III. After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which would have been received after registration.
- IV. If any Bidder wants to participate in the tender, he will have to follow the instructions given below:
 - a) Insert the PKI (which consists of your Digital Signature Certificate) into your System.
 - i. (Note: Make sure that necessary software for PKI is installed in your system).
 - ii. Click / Double Click to open the Microsoft Internet Explorer.
 - iii. Type www.tenderwizard.com/GRIDCO in the address bar, to access the Login Screen.
 - iv. Enter e-tender User Id and Password, click on “Go”.
 - v. Click on “Click here to login” for selecting the Digital Signature Certificate.
 - vi. Select the Certificate and enter DSC Password.
 - vii. Re-enter the e-Procurement User Id Password.

V. To make a request for Tender Document, Bidders will have to follow below-mentioned steps.

- Click “Un Applied” to view / apply for new tenders.
- Click on Request icon for online request.
- Pay the amount through online payment to GRIDCO Ltd. for tender Processing fee.

VI. After making the request, Bidders will receive the Bid Documents which can be checked and downloaded by following the steps below:

- Click to view the tender documents which are received by the user.
- Tender document screen appears.
- Click “Click here to download” to download the documents.

VII. After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.

- Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.
- Note down / take a print of bid control number once it is displayed on the screen.

VIII. Competitor's bid sheets will be available on the website.

IX. For any e-tendering assistance, contact help desk number mentioned below:

Bhubaneswar – 0674- 2543452 or Mobile No. 8882022067.

APPENDIX-II: PROPOSED SITE DETAILS

Sl. No.	Wind Potential Site Visit Details	District	Finalised WRA Mast Coordinate	Name of DISCOM	Nearest Railway Station	Nearest Airport	Nearest Substation with OPTCL GPS coordinate
1	Baliapal	Balasore	21.63054728 87.27275566	TPNODL	Balasore	Bhubaneswar	132/33 KV Grid Sub-Station, Basta
2	Bhograi	Balasore	21.62944445 87.35345556	TPNODL	Balasore	Bhubaneswar	132/33 KV Grid Sub-Station, Bhograi
3	Balighai	Puri	19.85630834 85.92998889	TPCODL	Sakhigopal	Bhubaneswar	132/33 kV Grid Sub-Station, Samangara
4	Kendrapada	Kendrapada	20.50921664 86.45950002	TPCODL	Cuttack	Bhubaneswar	132/33 KV Grid Sub-Station, Kendrapara
5	Rajnagar	Kendrapada	20.596166 86.758679	TPCODL	Cuttack	Bhubaneswar	132/33 kV Grid Sub-Station, Rajnagar
6	Erasma	Jagatsinghapur	20.116873 86.382751	TPCODL	Cuttack	Bhubaneswar	400/220/132 kV GIS, Ersama, Paradeep.