

Bid Corrigendum

GEM/2023/B/4147587-C5

Following terms and conditions supersede all existing “Buyer added Bid Specific Terms and conditions” given in the bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25%. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity. Bidders are bound to accept the orders accordingly.
2. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
3. Buyer uploaded ATC document [Click here to view the file.](#)
4. Buyer Added text based ATC clauses

INDOMER Coastal Hydraulics (P) Ltd.			
Sl. No	Reference	Prebid Query	Ten
1	Tender document No . NOT No. NIWE/PUR/17/162/23 dt. 30.10.23.	We request you to kindly separate Geophysical Study and Geotechnical study so that you will attract more bidders for the tender. Indomer has got sufficient capability to take up the Geophysical investigation but not the Geotechnical work.	Combined Offshore (Geotechnical Investigation) in sub zone - 1 Gulf of East in India
2	Page 23-58, Sl. No. 6 . Pre-qualification a) Technical Criteria Sl. No. 1.	Keeping the Commercial Qualification very high will not allow Indian Companies to participate in the tender. Such criteria will only favour Foreign Companies to work in Indian waters. We request for a small change for the Geophysical investigations: a) One similar completed work for Rs. 50 L (or) b) Two similar works each costing - Rs. 35 L (or) c) Three similar works each costing - Rs. 25 L	II. SCC. 6. PRE-QUALIFICATION a) Technical Criteria 1. The bidder should submit a minimum of three similar works in the last 10 years, as on 31st Dec 2023, in one of the following categories: a. Three similar completed works each costing not less than Rs. 50 L (or) b. Two similar completed works each costing not less than Rs. 35 L (or) c. One similar completed work costing not less than 20 Crores
	Page 24-58, Sl. No. 6 . Pre-qualification b)	We request you to kindly change the average annual turnover for the Geophysical investigation of the bidder pre	II. SCC. 6. PRE-QUALIFICATION b) Financial Criteria

3	Financial Criteria Sl. No. 1.	ceding three financial years from not less than 10 crores to not less than 7 crores.	1. The average annual the preceding three (3 opening date shall not canned Copy of Certificate (untant) to be uploaded
4	Page 25 of 58 – Payment Terms	Kindly waive of this clause of submission of Bank Guarantee of 110% on the condition that 1 st payment will be released on mobilization of team and instrument to the site. (or) The percentage of Bank Guarantee can be reduced to 5 % value of the project cost.	Mobilization of surveyessel against Bank Guarantee uivalent value valid ustance of entire scope
WAPCOS Limited			
Sl. No	Reference	Prebid Query	Ten
1	Page No 01 Sl.No. 01 <i>Description & Brief scope of work</i>	We are the Consultancy Organization, but in the tender document it is mentioned as Contractor in many places of documents. Hence, it is requested to confirm whether Consultancy firm can bid this work. This may please be clarified	1.0 Description & Brief Offshore Geophysical al Investigations at pre ne -1, Gulf of Mannar, dia
2	Page No 08 Clause 11, Sl. No. 10, 2 (b) <i>Under section-II General Condition of Contract</i> Sl. No.10 Earnest Money Deposit Page No.02 Sl.07 <i>Buyer name as per Sl . No.7 Division Head (F&A) Buyer name as per Annexure-L.</i> Page No.46 Annexure-L Additional Director (Finance & Administration)	Kindly confirm whether the EMD has to be taken for the Buyer's name in Division Head (F&A) or Additional Director (F&A) for Demand Draft/Bank Guarantee. This may please be confirm	10. EARNEST MONEY 2. The EMD/Bid Security of b. Demand Draft/Bank ntee including E-bank wn in favour of the Bu cial (Nationalised / Scl 7.0 Tender Inviting Au Division Head (F&A), National Institute of W Velachery – Tambaran Chennai 600100, Tam Phone : EPABX: 91-44-1162 / 67 / 95. Fax: 91-44-2246-3980 Email: directorfa@niw Annexure-L PROFORM OR EMD Additional Director (Fi National Institute of W Velachery – Tambarar Pallikaranai, Chennai
3	3	As the project is a major work comprising of three specialized works such as Hydrographic survey, Geo-Physical survey and Geo-technical Investigations with major qua	

	Time Extension	ntities (as indicated in BOQ). Hence, it is kindly request ed to grant time extension for one month after receipt o f pre-bid queries.
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GEOSERVICES MARITIME Pvt. Ltd.			
Sl. No	Reference	Prebid Query	Ten
1	Clause 6: PRE-QUALIFICATION, Point No. 1 under a) Technical Criteria Page No.: 23 of 58	Request NIWE to consider similar projects as: a. Three similar completed projects / works, each costing not less than 2.5 Crores (or) b. Two similar completed projects / works, each costing not less than 3.75 Crores (or) c. One similar completed project / work costing not less than 5 Crores.	a. Three similar comple costing not less than 10 (or) b. Two similar complete costing not less than 12. (or) c. One similar complete t less than 20 Crores.
2	Clause 6: PRE-QUALIFICATION, Point No. 2 under a) Technical Criteria. Page No.: 24 of 58	Request NIWE to consider vessels as per required specifications and not with proven track record of vessels as we would hire vessels as per required specifications.	The proposed vessel sh record of successfully e he bidder should also s tion for evaluating the ' said surveys
3	Clause 6: PRE-QUALIFICATION, Point No. 3 under a) Technical Criteria. Page No.: 24 of 58	We have ongoing Hydrographic, Geophysical and corin g work for ONGC of Rs 61 Cr. Request NIWE to consider Ongoing Projects for this tender and allow us to submit Work Orders for the ongoing similar projects. If NIWE consider this ongoing project, then we are quali fied for all terms which are asked for this tender	The bidders should sub evidence like copy of t mpletion certificates fr or the Projects/Work co ove along with Custom

4	<p>Clause 6: PRE- QUALIFICATION,</p> <p>Point No. 1 under a) Technical Criteria</p> <p>Page No.: 23 of 58</p>	<p>Request NIWE to consider minimum of three similar projects in marine Geophysical and marine Geotechnical Investigations at least 10m water depths within the last SEVEN years, as on 31st October 2023</p>	<p>The bidder should have three similar projects in marine Geotechnical Investigation at least 10m water depths within the last SEVEN years, as on 31st October 2023.</p>
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COMACOE			
Sl. No	Reference	Prebid Query	Tender
1.	<p>SPECIAL CONDITIONS OF CONTRACT (SCC)</p> <p>INVESTIGATION AREA A</p> <p>Table 2: Details of the Survey</p> <p>Pg. 21 of 58</p>	<p>Instead of 200m, we intend to run lines at 100m for better resolution of objects more than 0.5m. Kindly confirm if it is acceptable or not</p>	<p><u>Side Scan Sonar Survey:</u> Side scan sonar survey using a dual-channel LF frequencies (100kHz) for objects > 0.5m along the survey speed of 4.0 knots shall be spaced 200m apart in North-South direction and 400m apart in North-South direction for position error correction. Survey direction shall be North-South.</p>
2.	<p>3 SPECIAL CONDITIONS OF CONTRACT (SCC)</p> <p>INVESTIGATION AREA A</p> <p>Table 2: Details of the Survey</p> <p>Pg. 21 of 58</p>	<p>Line spacing mentioned at each section is different. Kindly confirm which one to follow.</p>	<p><u>Sub-Bottom profiler survey:</u> Execute a sub-bottom profiler survey with a vertical resolution of <0.3m. Line spacing shall be 100m apart along transects and 200m in the north-south direction.</p>
	<p>ANNEXURE A</p> <p>Ai: Geophysical investigations</p> <p>Pg. 29 of 58</p>		<p>4. <u>Sub bottom Profiler:</u> <u>Survey spacing:</u> 200m across transects, 1000m in north-south direction.</p>
3.	<p>3. Investigation Area A</p> <p>Table 2: Details of the Survey</p> <p>Pg. 21 of 58</p>	<p>Referring to BOQ quantities, the bidder understands that coring of 10m into rock is required. Please clarify</p>	<p><u>Geotechnical Investigation:</u> <u>Borehole drilling:</u> Boreholes shall be continued until rock is encountered.</p>

4.	3. Investigation Area Table 2: Details of the Survey Pg. 21 of 58	Gravity coring and box coring are surface sampling methods. Thus, these sampling techniques are to be removed from the borehole scope. Please clarify.	<u>Geotechnical Investigation Sampling:</u> Collect soil and sediments at various depths. Use ring, and box coring methods. Samples are ≥ 70 mm
5.	Technical Specification A ii Geotechnical investigations Pg. 29 & 30 of 58	CPT is a general term. Please clarify if Piezo-cone penetrometer (PCPT or CPTu) test is required to measure penetration pore pressure also. For soil classification, Piezocone Penetrometer Test is required. Considering the water depth and geology of the investigation area, drill string PCPT is the only method that can reach up to 60m investigation depth in the soil. Please clarify if the client intends this method only.	Cone Penetration Test (CPT)
6.	Technical Specification A ii Geotechnical investigations Pg. 30 of 58	No BOQ quantities for Field Vane Shear. Please confirm if it is field lab testing coming under BOQ sr. no 74.	Field Vane Shear Test
7.	General Conditions of Contract Clause 35. Pg. 13	Post 35.1 We have included mirror indemnity clause for the Owner to indemnify us for claims in respect of death/personal injury and damage to tangible property. <i>The Owner will indemnify the Contractor and its Sub-contractors and their employees, officers or agents, against any and all loss, liability, damages, and expenses suffered or incurred by the Contractor to the extent such loss, liability, damage or expense is suffered or incurred, as a result of any of the following: (a) any fraud by the Owner, (b) any breach of Owner's obligations under this Contract, (c) personal injury, death, or loss of or damage to any property caused by the Owner under or in connection with this Contract.</i>	INDEMNIFICATION- 5) The NIWE shall not be responsible for indemnification to a third party. The Contractor shall be fully responsible for responding to all expenses at the time the NIWE will give notice of the claim without delay, with assistance to the Supplier of the claim, and shall be liable for or express any initial payment to the Supplier. NIWE will not be made when the claim remains unsettled.

8.	General Conditions of Contract Clause 37. Pg. 14	We propose reduction of 0.5% as the minimum Liquidated Damages and maximum range at 5 % application.	<p>LIQUIDATED DAMAGE</p> <p>The timely Completion at mentioned location in SCC contract. In the event of delay to complete the Work within the time mentioned in SCC, the liability shall be by the Bidder @ 1% of delay or part thereof, per day. The total liability of the Bidder shall not exceed 10% of the Contract Price awarded.</p>
9.	General Conditions of Contract Clause 44 Pg. 16	We propose deletion of the same As allotment of fleet of vessel is booked through for the season hence we can't accept termination post awarding of contract not on convenience	<p>TERMINATION</p> <p>The NIWE may terminate this Contract more than thirty (30) days prior to the Supplier to be in force of any of the events mentioned in 1) to (4) of this Clause in the case of the event referred to in 5. If the NIWE, at its sole discretion, terminate this Contract.</p>
10.	General Conditions of Contract Clause 49 Pg. 17	We propose the same to be amended as indemnity for COMACOE should be limited to only themselves and not third party claims.	<p>ACCIDENT OR INJURY</p> <p>NIWE shall not be liable for compensation payable at law in consequence of any accident or injury to other men in the employment of the Supplier or sub-contractor. The Supplier shall keep NIWE indemnified against all damages and compensation claims, proceedings costs, whatsoever in respect thereof. The all risk insurance shall be included in the contract price. It is the Supplier's responsibility to ensure prompt settlement of insurance claims and to provide all necessary documents to the insurer.</p>
11.	General Conditions of Contract Clause 55 Pg. 18	We need to have limitation on the liability which will be up to the cost of the scope of work. Hence the same needs to be mentioned and amended.	<p>LIMITATION OF LIABILITY</p> <p>Except in cases of criminal misconduct,</p> <p>1) The supplier/contractor shall not be liable for claims, loss or damages, or loss of production, or loss of profit resulting from any acts of negligence or omission of the Supplier and/or its Staff, in the performance of the obligations under the contract tender.</p> <p>a. The Supplier/contractor shall not be liable for claims, loss or damages, or loss of production, or loss of profit resulting from any acts of negligence or omission of the Employer, whether in the performance of the obligations under the contract tender, except those arising from the inefficiency or efficiency of the performance of the work.</p>

<p>12. _</p>	<p>General conditions of contract (scc) 6. Preparation of bid proposals Pg. 7 of 58</p>	<p>Please confirm the Prime bidder / Lead bidder has to meet the criteria mentioned in the section 6. Pre-Qualification, point A) and B) under III. Special Conditions of Contract (SCC).</p>	<p>4. A firm shall submit on ally or as a partner/member nsortium. A firm that su or, as a partner/member rtium, more than one bi f all the bids.</p>
<p>13.</p>	<p>General conditions of contract (scc) 18. Joint venture/con sortium Pg. 10 of 58</p>		<p>2. The prime bidder / lei ed in the pre-qualificati</p>

14.	<p>Special conditions of contract (scc)</p> <p>3. Investigation area</p> <p>Pg. 19 of 58</p>	<p>At the outset, we would like to draw your kind attention to the previous campaign of 2021 in the same region</p> <ul style="list-style-type: none"> - The tender clearly states “The Geo-Technical investigation has to be carried out in a water depth of about 25-35m. - Whereas, one of the 3 locations drilled under this contract happened to be in the excess of 40m just because, the marine spread mobilized was geotechnical vessel, there were no issues, if Jack up, this location wouldn't have been possible due to shortage of spud length. - Further, NIWE had come up with 2 more locations to be drilled in Zone E wherein the water depths are 48m and 51m, we could not take up as the system configuration mobilized was keeping in view of maximum water depth as 35m as per tender. NIWE had to delete them from the scope. <p>Keeping in view of the above, we are seeking this clarification in the best interests of NIWE.</p> <p>Please reconfirm the maximum water depth to be encountered and if it is still 40m below CD, then please confirm the below in the event boreholes are happened to be in more than 40m below CD:</p> <ul style="list-style-type: none"> - NIWE would pay the standby rate till the system configuration gets upgraded and also pay extra for the additional time taken for the drilling as more the water depth, the more the drilling time, this is because the mobilization of resources including marine spread, system configuration and rates for drilling & CPT in line with the maximum water depth i.e. 40m. - If not, delete the locations falling in the excess of 40m below CD <p>It is pertinent to mention here, 70m water depth was mentioned while seeking the budgetary offer.</p>	<p>The investigation area of 08 sq.km is shown in the depth ranging from</p>
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FUGRO			
Sl. No	Reference	Prebid Query	Tender
1	<p>Page no. 12:</p> <p>Clause no. 24 of GCC;</p> <p>NIWE's RIGHT TO ACCEPT ANY BID,</p>	<p>Please confirm in case NIWE decides to reject bid (for reason not attributable to bidder), the bidder(s) shall have unconditional right to get refund of EMD submitted along with the bid within one week time from rejection date.</p>	<p>Sub clause 1: The NIWE can accept or reject any Bid, process and reject all Bids after contract award, without liability to the affected Bidder. NIWE is obligated to inform the affected Bidder.</p>

	AND TO REJECT ANY OR ALL BIDS		grounds for the NIWE's Sub clause 2: Unrealistic assessment of NIWE allow that they are completely inapplicable rejected
2	Page no. 12: Clause no. 29 of GCC; PERFORMANCE SECURITY DEPOSIT	This clause is on contrary to the Sub-clause (1): “...Performance Security Deposit in any form acceptable to the Buyer for 5% value of the order including taxes and duties, valid for 12 months from the date of execution of contract...” Kindly confirm PBG shall be valid for 12 months from date of execution of contract.	5) “The Insurance Surety should be valid for 15 months from the date of execution of contract.”
3	Page no. 16: Clause 44 of GCC: TERMINATION	Can you please clarify how will the due payment be done on termination. Contractor needs to be paid for the quantum of work performed till the time of termination plus balance Mobilization fee for demobilization of resources from field GCC 44 (3) and (5).	5) “If the NIWE, at its sole discretion terminate this Contract.
4	GCC 44 (5) Termination, Page 16	The Contractor shall be mobilising its spread as per the specification/ requirement of NIWE, termination for convenience may cause hardship to the Contractor. Thus GCC 44 (5) needs to be deleted.	5) If NIWE, at its sole discretion terminate this Contract.
5	Page no. 19:	We understand the borehole locations shall be at the future pile location and selection of such locations may	“Upon completion of the bidder shall provide

	Clause no. 2 Scope of Work under III. SPECIAL CONDITIONS OF CONTR	y be under the scope of design consultant. Please let us know the criteria / parameters that NIWE wants the supplier to consider in selecting 6 bore hole locations.	explicitly delineating limits designated for geotechnical investigations. NIWE will make the final selection from the proposed 6, geotechnical investigations shall
6	ACT (SCC) Page no. 21: Table 2: Details of the Survey	Single Channel Sparker / Boomer system in compliance with "Annexure A: Technical Specification (4): Sub-Bottom Profiler. However, sub-seabed acoustic penetration is subject to type of sediment / rock in the survey area. So, if desired 60m penetration is not achieved, supplier should not be penalized in any form. Please confirm.	<u>Sub-Bottom Profiler</u> Survey range should up to seabed soil strata....."
7	Page no. 21: Table 2: Details of the Survey	For installation of ATG, a suitable jetty location is needed. The survey location is close to Kanyakumari. In case a suitable jetty location is not made available with nearby established benchmark, we propose to acquire GPS delivered real time tide (Starfix MSS Tide) from the survey vessel itself. This real time tide is more location specific. Kindly confirm acceptance.	<u>Tide:</u> Tide measurement has an Automatic Tide Gauge 0 mm.
8	Page no. 21: Table 2: Details of the Survey And Page no. 29: Annexure A: Technical Specification; A. i Geophysical Investigations	Please note identification of UXO requires completely different arrangement including line spacing (as close as 5m), gradiometer (array of more than one magnetometer) system, ALARP risk assessment from approved consultant, gathering of existing data of the area from India Navy (or other defence bodies). In view of this: · Please confirm survey shall be performed using single magnetometer system and not gradiometer system. · Request you to please remove the scope of identifying UXO, since the survey line spacing (500m) does not conform to the standard UXO survey requirement.	<u>Magnetometer Surveys</u> , UXOs etc.. in the study area. And 5. Marine Magnetometer or equivalent
9	Page no. 21: Table 2: Details of the Survey	We understand the Geotechnical Investigation scope includes 60m sampling bore hole and 60m PCPT bore hole; and there is no scope for piston coring, gravity coring and box coring. Please confirm our understanding is correct.	<u>Geotechnical Investigations</u> Collect soil and sediments at various depths. Piston coring, and box coring are not required. Minimum sample lengths are ≥ 70 cm.
10	Page no. 23: Clause 5. INSTRUCTIONS, TERMS AND	Bidder understands the survey area is known as sensitive ecological zone and is home to rare species of flora and fauna. MARPOL (International Convention for the Prevention of Pollution) Environmental regulations and restrictions may be stringent, and noncompliance can result in significant legal issues and fine. Please confirm NIWE have environmental clearance to work in this area and bidder's scope is limited only to security	"Bidder has to submit environmental clearance certificate from the concerned authorities before awarding the contract. The date of mobilization to the site shall be provided by NIWE. We shall provide requisite documents to obtain requisite approvals from the concerned authorities."

	CONDITIONS TO THE BIDDER; Sub-clause XVI	e Ministry of Defence (MoD) clearance as statutory permit.	
11	Page no. 23: Clause 5. INSTRUCTIONS, TERMS AND CONDITIONS TO THE BIDDER; Sub-clause XX	Please let us know the NDA template / detailed guideline.	Successful bidder has agreed in line with
12	Page no.25: Clause no. 8 of SCC; Terms of Payment	<ul style="list-style-type: none"> · 10% of contract price shall be paid after completion of mobilization at site. Since this payment is made after completing mobilization - a real activity under this project, we do not understand the rationale behind providing additional bank guarantee of 110% of this amount; while supplier have already furnished performance bank guarantee. This type of requirement is extremely uncommon for other PSU tenders. Kindly withdraw this requirement. · As per specified payment terms, supplier is entitled to receive only 45% (10% during mobilization and 35% after acceptance of field report by NIWE) payment some 'uncertain' days after completion of field activity (there is no definite schedule for NIWE to accept the field report). On the contrary, supplier's predominant expenditure towards this project happens during Mobilization and field work only. This creates a thorough negative cash flow situation for supplier. We understand this situation is in a way financing this project by supplier on behalf of NIWE. Bidder propose following amendment: <ul style="list-style-type: none"> · 25% on Mobilization of resources at site · 65% on completion of field work and handover of all raw and processed data · 10% on acceptance of final report by NIWE. <p>We trust the above payment term will not be unreasonable for NIWE as the milestone is proportional to realistic expenditure in different phases, and NIWE have performance bank guarantee as a remedy for any non-performance by supplier</p>	Geophysical investigation of survey team against Bank Guarantee for value valid up to complete scope of work
13	Page no.25: Clause no. 8 of SCC; Terms of Payment	<p>Release of consideration and performance security deposit is due on acceptance of Services by NIWE, its essential for the bidder to have clarity on the timeline pertaining to the same. Please confirm if the below mentioned content can be acceptable:</p> <p>NIWE shall convey its acceptance or discrepancies pertaining to the work within 7 days of completion of the respective Services, failing which the Services shall be deemed to be accepted. Also, NIWE shall release the Performance Security Deposit within 7 days of acceptance of the complete Services/Work.</p>	

		Further 110% Bank Guarantee is demanded only on release of mobilisation advance by Client (kindly refer Circular No.4CC-1-CTE-2 Dated 10.04.07 of CVC Guidelines) however in the current tender, dues are payable post completion of mobilisation, its shall be ultra vires to the CVC guidelines to demand for additional Bank Guarantee for the same.	
14	Page no. 26: Clause 8. REPORTING AND DELIVERABLES Sub-clause: (7) of DELIVERABLES; Detailed report on Geotechnical Survey	We understand this scope is generic, and may include (i) advanced laboratory testing, (ii) development of a advanced ground model, (iii) advanced analyses like a analysis of pile structural stability, sediment mobility and scour Assessment, seismic analysis etc. Please confirm our report shall include result of laboratory test and standard engineering assessments like pile capacity etc. only.	iii) Recommendations ny other geotechnical cor Offshore wind turbine i
15	Page no. 26: Clause 8. REPORTING AND DELIVERABLES Last paragraph	In compliance with project timeline of 180 days, and considering such huge volume of data, we request the reporting duration may please be increased to 45 days.	A detailed Report of St d within 15 days on co
16	Page no. 28: Annexure A: Technical Specification; A. i Geophysical Investigations	Please let us know the scope of grab sampling: (i) the number of samples to be collected and (ii) the soil parameters to be tested in laboratory.	3. Grab Sampling (GS)
17	Page no. 28: Annexure A: Technical Specification; A. i Geophysical Investigations	Please confirm the position correction shall be by which of the following methods: (i) Layback correction method (ii) USBL shall be deployed	2. <u>Sidescan sonar</u> : “Da Correct for position err ta”
18	Page no. 28: Annexure A: Technical Specification; A. i Geophysical Investigations	Please note DGPS positioning system utilizing dual frequency (L1 and L2) correction data is a paid service and offers decimeter level accuracy. On the other hand, DGLL beacon signal correction is free of cost and has lesser accuracy (10-20m). Pursuant to point no. 19, this option shall not be in compliance with “total horizontal uncertainty” specified under IHO 1a. Please confirm which of these two is required in this survey. This confirmation will have impact with regards to accuracy of survey as well as commercial ground.	1. <u>Multibeam bathyme</u> DGPS with OMNISTAR/I
19	Page no. 28: Annexure A: Technical	Since 100% seabed coverage has been specified in other section of the RFQ	1. <u>Multibeam bathyme</u> Compliant with Interna

	Specification; A. i Geophysical Investigations	document, bidder understand at least IHO order '1a' shall be complied. Please confirm acceptance.	Office standards
20	Page no. 29: Annexure A: Technical Specification; A. i Geophysical Investigations	We understand these processing steps are related to exploration activity (mineral prospecting). Under the current campaign the objective is to identify presence of seabed / sub-seabed ferro-metallic debris by running lines at 500m spacing. Please confirm processing of magnetometer data to reduce noise shall be adequate in this current scope.	5. Marine Magnetometer processing - IGRE subrogation operations, downward
21	GeM Document: GEM/2023/B/4147587	Please confirm this amount is excluding GST	Estimated bid value: IN
22	Page 23: Clause no. (xi) of SCC 5, Instructions, terms and conditions to the Bidder	It shall be impractical to re-visit the site post demobilisation. We propose the below mentioned amendment to have a reasonable warranty: "In the event of defect in the Services, Contractor's obligation shall be limited to reacquisition of data while at the worksite. Following departure from the worksite, Contractor's warranty liability shall be limited to the reanalysis of data and re-issuing of report for a period of one (1) month in relation to any type of Services."	(xi) Any part of fieldwork quality standards agreed not to be accepted, and subsequently repeated and completed proved quality manual contract price
23	Page 13: GCC clause no.35 Indemnification,	Parties do have insurance in place for respective personnel and property, to avoid duplication of insurance and thereby increase the project cost, we request for the below clarification: Supplier accepts the liability pertaining to its personnel and property, however please confirm that NIWE shall be liable and indemnify Supplier against the loss/damage/injury caused to NIWE's personnel and property.	2) The Supplier/Contractor's loss, damages, failure, rework, etc. caused by Documentation, or amendment corresponding with the contract shall be due to any wilful act/omission of the Contractor and shall indemnify NIWE for all such loss / damage. The Supplier/Contractor's obligations shall protect, defend, hold harmless the NIWE against claims, suits, death, or any consequences suffered by the personnel of the Contractor and shall indemnify NIWE for all such loss / damage.
24	Page 14: GCC clause no. 37 Liquidated Damages,	We request for below mentioned clarification: 1) Notwithstanding the foregoing, if the Contractor meets the final delivery date of the project schedule, then the Contractor is not liable for any liquidated damages or its failure to meet any of the prior Milestones and any liquidated damages already paid by Contractor shall be reimbursed. 2) Liquidated Damages shall apply to the extent delay solely caused by Contractor. Liquidated Damages shall not be applied for circumstances	The timely Completion of the Work at the mentioned location is a condition of the contract. In the event the Contractor fails to complete the Work within the time mentioned in SCC, then the Liquidated Damages shall be payable by the Bidder for each week of delay or part thereof. The total amount of Liquidated Damages shall not exceed the contract value as awarded. The Contractor shall not be entitled to any extension of time or any other opportunity to correct the Work or to sign of improvement, and the Contractor shall be held at the sole risk and cost

		<p>ances beyond Contractor's control, such as adverse weather, delay in permits, third party interference, marine traffic, lack of access to site and force majeure.</p> <p>Kindly clarify the timeline beyond which NIWE shall be entitled to terminate the contract and get the Services performed under risk purchase principle. However in such event and under GCC 41 – Risk procurement, Contractor shall be liable for the excess cost and not the risk associated thereof.</p>	<p>Performance Security : money payable to the contractor shall be paid for the work by NIWE through the contractor under the terms and conditions hereof. NIWE shall bear the entire cost over and above the amount of contractor only.</p>
25	<p>Page 14: GCC 38 Force Majeure,</p>	<p>We request NIWE to consider payment of Proportionate mobilisation/demobilisation fees. We request for below mentioned clarification:</p> <p>Notwithstanding the foregoing, if Supplier is unable to perform its obligations due to governmental measures or travel restrictions or forced quarantine measures, issued after the date of signing this Contract, NIWE will provide Contractor an extension of time.</p> <p>Further Contractor shall be incurring heavy cost on deployment of vessel, equipment's and personnel at site, we request NIWE to allow the Contractor a right to demobilise its spread on continuation of the force majeure for more than 3-4 days.</p>	<p>Sub-clause 8</p> <p>NIWE will not entertain on or demobilization claim in the event of force majeure issues.</p>
26	<p>Page 18: GCC clause no. 55 Limitation of Liability</p>	<p>It shall be unreasonable to pass on the consequential losses on the Contractor. It's a standard practise in the industry to exclude consequential losses, we can share government tenders supporting our claim.</p>	<p>Except in cases of criminal misconduct,</p> <p>1. The supplier/contractor shall be liable for all claims, loss or damage, loss of production, or losses resulting from any activities in pursuance of this tender.</p> <p>a. The Supplier/contractor shall be liable to the Employer, whether direct or indirect, for any indirect damage except those arising from a defect in quality or efficiency of the work.</p>
27		<p>We accept payment of the liquidated damages in the event of delay however payment of additional claims/ losses/ damages shall lead to duplication of penalty.</p>	<p>b. The obligations of the contractor shall not exempt the contractor under clause 37" Liquidated damages in the event of failure to meet the liquidated timelines. If any delay occurs due to delay, such claim shall be payable by the contractor.</p>

			administered in accorc
28		Please clarify that the limitation of liability shall not exceed the contract price.	2) The liability of the Contractor, whether under the Contract, shall be proportional to the contract price. a. Provided that, no limitation above clauses shall apply to the Contractor in respect of infringement as stated
29	Page 17: GCC clause no. 49 Accident and Injury to Workmen	Contractor's liability shall be restricted to its employees. We request for below mentioned clarification: NIWE shall indemnify Contractor against, damage or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other men in the employment of NIWE.	NIWE shall not be liable for compensation with the exception of insurance claims and documents to NIWE.
30	General Query	NIWE shall provide free access to the site.	Access
31	General Query	Please clarify, Contractor's liability shall be limited to pollution and/or contamination emanating from Contractor's equipment's.	Pollution Liability
32	Page no. 24: 6. PREQUALIFICATION a) Technical Criteria	We understand "similar completed project" means any project comprising scope of both offshore Geophysical survey and offshore Geotechnical Investigation (wireline coring / CPT) work together that has been completed in all respect before bid submission deadline.	a) Three similar completed projects costing not less than 10 million USD b. Two similar completed projects costing not less than 10 million USD

		Please confirm our understanding is correct.	c. One similar complet not less than 20 Crore:
33	2. Page no. 38: BoQ Sl. No. 43	We propose the borehole shall be terminated if a competent rock layer is reached with either CPT refusal at 80MPa or Rock UCS strength of 12 MPa. Kindly confirm acceptance.	Carry out bore holes through strata 8-10m depth at

Wave Geo-Services Pvt. Ltd.

Sl. No	Reference	Prebid Query	Tender
1	18. JOINT VENTURE / CONSORTIUM	<p>1. JV or Consortium agreement between parties will be submitted along with the bid. BUT, in case of a Joint Venture, does JV of the companies to be registered with the ROC (Registrar of Companies) before the bid submission, or can be done after the project award.</p> <p>2. What should be the minimum shareholding parentage in the JV for a technically qualified foreign company?</p> <p>3. As we understand, a financially qualified company can be a Prime/Lead company and other partners in a JV or consortium can be the technically qualified company. Please confirm if our understanding is correct, else please elaborate more on the clause no. 18. JOINT VENTURE/CONSORTIUM as its not mentioned.</p> <p>4. How many numbers of partners are allowed under a</p>	<p>2. The prime bidder / Lead specified in the pre-qualification</p> <p>3. The prime bidder / Lead responsible for the overall execution</p> <p>4. The EMD/Security Deposit in the name of Lead Member firm.</p>

		JV/consortium?	
2	11) RELAXATION TO MICRO SMALL ENTERPRISES (MSE'S)	If the lead member of the consortium comes in the MSE category and other partners not, will it get exempted from the submission of bid security?	a) Micro and Small Enterprises in MSE Procurement Policy of Micro, Small and Medium Enterprises are exempt from submitting bid security . Bidders claiming to submit signed bid security in GCC clause 12. Bidders submitting Declaration as per annexure at the time of bid submission, and will not be

3	6. PRE-QUALIFICATION a) Technical Criterion Page No.23 SCC-6(a)	If we bring a new vessel, and install all the equipment on it along with highly experienced personnel, would this vessel be acceptable?	2. The proposed vessel shall have a track record of successful contracts . The bidder shall provide documentation for evaluation for the said surveys.
4	8. TERMS OF PAYMENT Page No.25 SCC(8)	Does project execution period 180 days include the Mobilization & demobilization period of the equipment and personnel?	(1) Mobilization of survey vessel against Bank Guarantee of equivalent value valid up to the completion of entire scope of work.
5	Stand By	Please confirm on the number of standby days for the specific project. Also, please add the standby cost item to the price schedule.	Stand By

MITCON Consultancy & Engineering Services Limited			
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o	Reference	Prebid Query	Ten
1.	Page no. 17 Clause 54 : Compliance of Restrictions under Rule 144 (XI) of GFR 2017	We are exploring participating in the above tender in Consortium with a Srilankan Company. This company has earlier done similar projects from NTPC. In this case, should the Company be registered you to be able to participate in the bid. (we, MITCON, India would be the lead bidder). If the registration is needed, could you kindly share us the necessary forms for registration of the Srilankan Company with you.	Clause 54 : Compliance 144 (XI) of GFR 2017

OTHER MODIFICATIONS IN GCC/SCC

Sl.No.	Tender clause reference	Existing
1.	Page No.12, Clause No.29. Point No.5 of GCC (Performance Security Deposit clause)	The Insurance Surety bond/bank guarantees should be valid for 15 months from the date of execution of contract.
2.	Page No.13, Clause No.35. Point No.2 of GCC (Indemnification clause)	The Supplier/Contractor shall be liable for any loss, damages, failures, performance issues, breakdown, etc. caused to the Lidar, Buoy , Data, Documentation or any other Equipment corresponding with this project arising due to any act/omission of the Supplier/Contractor and shall indemnify the NIWE for any such loss/damage.
3.	Page No.26,SCC 8.Reporting and deliverables	8.Reporting and deliverables

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to existing terms and conditions.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category modification.
4. Creating BoQ bid for single item.

5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying
10. Seeking experience from specific organization / department / institute only or from foreign / export experience
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, the seller must use the Representation window provided in the bid details field in Seller dashboard after logging in as a seller with reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)