

राष्ट्रीय पवन ऊर्जा संस्थान
NATIONAL INSTITUTE OF WIND ENERGY, CHENNAI-100

NIT NO: NIWE/PUR/17/161/23

Date: 29.09.2023

CORRIGENDUM-02

Pre-bid meeting for "Supply, Pre-deployment validation, Installation and Commissioning of Integrated Floating Buoy with offshore LiDAR together with Meteorological and Oceanographic Sensors (Wave, Current etc.) on OUTRIGHT PROCUREMENT BASIS at Sub Zone-1 in Gulf of Mannar off, Tamil Nadu Coast in India including Warranty & Comprehensive Operation and Maintenance" was held on 06.09.2023 the reply to bidder's queries is attached.

This issues with the approval of Competent authority.

Division Head (F&A)

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NIT reference no: NIWE/PUR/17/161/23

Dt:29.09.2023.

Description of work: Supply, Pre-deployment validation, Installation and Commissioning of Integrated Floating Buoy with offshore LiDAR together with Meteorological and Oceanographic Sensors (Wave, Current etc.) on **OUTRIGHT PROCUREMENT** BASIS at Sub Zone-1 in Gulf of Mannar off, Tamil Nadu Coast in India.

SI No.	Enquiry reference (Clause, Document, Page no)	Description in NIT	Bidder's Observation	NIWE's Response
1.	ITT, II. Special Purchase Conditions (SPC), Clause 4. Payment, Page 24 of 54	"Only after the satisfactory acceptance of the report submitted, NIWE will process the payment according to the schedule"	Bidder kindly request to note that the criteria for the satisfactory acceptance of the report are not clearly specified. For the 5% payment on submission of data every month, it is assumed that payment will be made for the data delivered that has more than 80% data availability. Consequently and for consistency, the wording shall note that <i>"Only on data delivery meeting the % of data availability agreed, NIWE will process the payment according to the schedule"</i> .	For Satisfactory acceptance of the report, please refer the following clauses of the Tender: 1. IV. Project description and technical Specification, clause 3.4 Data management –pg 30 of 54 2. SCC clause 4 Payment: - page 24 of 54 . Tender condition remains unchanged
2.	ITT, IV Project Description and Technical Specification - Clause 4. Scope of Work, Page 27 of 54	"...The bidder should carry out the required data analysis for both meteorological and oceanographic measurements on a monthly basis and submit an interim report. A complete consolidated data analysis report	Bidder kindly request to clarify, is there a weightage factor between the different parameters? In general, in this type of projects, it is agreed one of the following options:	The weightage factor for data will be as follows: 50% for wind profile data, 25% for wave measurements and 25% current profile. The Corrigendum to this effect is being issued.

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		shall be submitted for the entire measurement campaign (one year from the start date of measuring quality data). NIWE will be in a position to release the payment on a monthly basis as per the payment schedule subject to 85% data availability post processed based on interim report....."	<ul style="list-style-type: none"> ▪ payment is linked to the availability of the wind profile data referring to one height as the hub height, 120 m. ▪ payment is linked to the data availability weighted in the following way for the following main parameters: <ul style="list-style-type: none"> • 70% weight for the wind profile data referring to one height as the hub height, 120 m. • 20% weight for the wave measurements (referred to the significant weight height, mean or peak period and wave direction). • 10% current profile referred to the data availability of the mid depth withing the measured profile. 	
3.	ITT, IV Project Description and Technical Specification - Clause 3. Scope of Work, Page 28 of 54	".....The complete water quality instrument is to be deployed in a self-powered floating buoy equipped with data logger electronics, GSM/GPRS Telemetry, Solar Panels, Solar charge controllers and batteries with adequate backup....."	<p>Does this "self-powered floating buoy) referred to an additional buoy or to the lidar buoy?</p> <p>Does the salinity refer to salinity profile in the water column or on surface?</p>	<p>"Self-powered buoy" refers to the LiDAR buoy.</p> <p>Salinity profile of the water surface has to be measured.</p>
4.	ITT II, GCC 32 Insurance, Page 15 of 54	"The Bidder will be responsible for taking out any appropriate insurance coverage up to the delivery location of the equipment/till successful handing over of the equipment to NIWE as mentioned in the	Bidder understand that applicability of Insurance stands till supply of equipment at site / NIWE Office and thereafter it will be the responsibility of NIWE to take care of insurance to protect themselves against all risk.	TENDER CONDITION REMAINS UNCHANGED

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		Special Purchase Conditions at their own cost as may be required against all risks including theft/fire. The insurance coverage will be arranged by the successful bidder."	Bidder will be responsible for transit insurance only. Kindly advise.	
5.	ITT II, GCC 32 Insurance, Page 15 of 54	"The Bidder will be responsible for taking out any appropriate insurance coverage up to the delivery location of the equipment/till successful handing over of the equipment to NIWE as mentioned in the Special Purchase Conditions at their own cost as may be required against all risks including theft/fire. The insurance coverage will be arranged by the successful bidder."	Bidder kindly request NIWE to check and confirm on insurance part as how this should be arranged, considering that the transfers of ownership of the buoy at the start of the project.	<p>The Equipment ownership will be transferred to NIWE at the end of the project only at the time of handing over buoy and other equipments to NIWE after the measurement campaign.</p> <p>It is the bidder's responsibility to cover the total system under Insurance until they are handed over back to NIWE after the measurement campaign.</p>
6.	General	Operational risks	<p>As ownership of the buoys transfers at the beginning of the project, Supplier should not be liable for damage to / complete loss of the buoys caused by third parties or weather circumstances (or any other circumstances that are out of Supplier's control).</p> <p>Kindly confirm.</p>	<p>It is the bidders responsibility, as per clause 3.7 Comprehensive operation and maintenance of IV Project description and Technical specification.</p> <p>The Equipment ownership will be transferred to NIWE at the end of the project only at the time of handing over buoy and other equipments to NIWE after the measurement campaign.</p>
7.	ITT, Annexure-10, Page no 52 of 54	Price Bid / BOQ	Bidder kindly request to include few more line item in Price BoQ to keep separate provision of procurement and operation and maintenance charges to make it transparent for procurement	No change in BOQ

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			model and to enable NIWE for paying Bidder accordingly. We understand the sale of equipment attracts major expense upfront for OEM and therefore Bidder request to keep this provision and modify the payment terms accordingly.	
8.	ITT, Annexure-10, Price Bid / BOQ, Note, Page no 52 of 54	".....4) Completed split-up details for the above quote should be provided by the successful bidder separately..."	Bidder kindly request NIWE to keep few more line items upfront as suggested in Sl. No. 10 to make provision of level playing ground for all the Bidder and to get the best of product and service at reasonable price.	No change in BOQ.
9.	General	Reporting	Bidder understand that the report shall be supplied to NIWE at the end of measurement campaign of 12 months. Kindly confirm.	Refer Under IV. Project description and technical Specification, clause in Pg 27 of 54 ➤ The bidder should carry out the required data analysis for both meteorological and oceanographic measurements on a monthly basis and submit an interim report . A complete consolidated data analysis report shall be submitted for the entire measurement campaign (one year from the start date of measuring quality data). NIWE will be in a position to release the payment on a monthly basis as per the payment schedule subject to 85% data availability post processed based on interim report.
10	ITT III, Project Description and Technical Specification, Clause 3.3 Data storage and transmission (for all options), Page no 29 of 54	"The Telemetry system with GSM/GPRS Modem/HF/UHF link/ Satellite (Argos or INSAT or IN-MARSAT) may be used for real Time transmission only to NIWE FTP server and not to any other server and confidentiality of the data should be maintained for which NDA has to be signed with NIWE."	Bidder understands NIWE will provide supports for getting required permissions while importing the telemetry system and permission for data transmission to NIWE as well as Bidder India office. Please advise.	NIWE will provide the necessary facilitation and documentary support for getting the permissions.

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11	<p>SCC 4, Payment, Page 24 of 54</p>	<p>"1. 30% on supply, successful installation and commissioning of the fully integrated floating buoy system and demonstration of transmission of real time data from the proposed offshore measurement site to NIWE against bank guarantee valid for 20 months.</p> <p>2. 5% each on submission of post processed data at the end of every month for 12 month (12x5% = 60%) along with the respective interim monthly data analysis report to NIWE (Note: The quality data collected (overall post-processed data) must be usable by NIWE as prescribed for "Stage 3" level of maturity as per "Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology and its supplementary guidance notes". Only after the satisfactory acceptance of the report submitted, NIWE will process the payment according to the schedule.)</p>	<p>We request to keep provision of separate payment terms by bifurcating the line item for 'Procurement of equipment' as well as 'operation and maintenance' considering upfront expenditure during the sale of equipment. Therefore total equipment cost should be paid after successful delivery of the equipment. Also, we propose at least 30% advance payment before shipment of equipment from OEM site to NIWE office. Bidder can provide Bank Guarantee of equivalent amount as collateral for NIWE.</p>	<p>No change in tender condition</p>
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		3. Balance 10% payment will be paid after completion of Warranty period or against Bank Guarantee drawn through any commercial Banks (Nationalized / Scheduled) in India. This will be subject to meeting all the contract requirements."		
12	ITT II, GCC, Clause 15. Documents for qualifying criteria, Page no 10 of 54	"...1. The bidder should be a reputed manufacturer/ supplier /dealer with minimum 5 years of experience in the area of Supply, Installation and Commissioning of floating buoy with offshore LiDAR and should have completed project related to Offshore Wind Resource assessment using floating buoy, as on 31/07/2023."	Bidder understand that Bidder group company's experience will be considered for qualifying criteria by NIWE. Also, Bidder understands that similar projects completed in other parts of world will be considered for qualifying criteria by NIWE. Kindly confirm.	Yes. Corrigendum to this effect is being issued. Yes
13	ITT II, GCC, Clause 15. Documents for qualifying criteria, Page no 10 & 11 of 54	"The bidder should have completed projects related to Floating buoy to mount LiDARs and Oceanographic sensors in the last five years which should meet either one of the following....."	Bidder understands that similar projects completed in last 5 years in other parts of world will be considered for qualifying criteria by NIWE. Kindly confirm.	Yes
14	ITT II, GCC, Clause 15. Documents for qualifying criteria, Page no 11 of 54	"The quality shall be ensured through Customer Feedback certificate for five (5) successful projects in the area of supply and installation of Floating Buoy for mounting	Bidder understands that Bidder group company track record will be considered by NIWE. Kindly confirm.	Yes Corrigendum to this effect is being issued.

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		offshore LiDAR which is to be submitted by all the bidders mandatorily along with techno commercial bid..”		
15	GCC 29 Scope of Supply Page 13 of 54	<p>2. Unless otherwise stipulated in the Contract (Purchase Order / LOA), the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.</p> <p>3. The Successful bidder shall ensure that the Goods and Related Services comply with the technical specifications and other provision of the Contract.</p> <p>4. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.</p>	<p>We propose to include the required deliverables in the Scope of Work, we can't provide any commitment for provision of any deemed services:</p> <p>2. Unless otherwise stipulated in the Contract (Purchase Order / LOA), the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.</p> <p>3. The Successful bidder shall ensure that the Goods and Related Services comply with the technical specifications and other provision of the Contract.</p> <p>4. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official</p>	It is a standard clause. Tender condition remains unchanged.

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			standards whose application is appropriate. 5. The Parties shall mutually agree on the commercials applicable on such Work not expressly covered in the Contract or Tender document.	
16	GCC Performance Security Deposit, Page 14 of 54	The Performance Security Deposit will be returned after completion of entire scope of work as mentioned in SCC in all respects.	Please clarify the timeline for return of Performance Security Deposit. The Owner shall convey its acceptance or discrepancies pertaining to the work within 15 days of completion of the scope of work, failing which the Services/Work shall be deemed to be accepted. The Owner shall release the Performance Security Deposit within 7 days of acceptance of the Services/Work.	THE TENDER TERMS AND CONDITIONS PREVAILS
17	GCC Warranty, Page 15 of 54	a) The Supplier shall warrant that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions. b) The warranty shall remain valid for the period of a minimum period as specified in SCC clause 3 (1).	Please confirm and clarify the below mentioned concerns: a) Notwithstanding any clause of this Contract, in case the buoy is damaged or lost due to third party interference and/or Mis-handling by Owner or its Personnel, the costs of repair and/or replacement (including the logistic) of the buoy shall be from the account of Owner. b) State the location for provision of warranty post the operation period. (logistic and personnel cost shall be involved accordingly)	The Equipment ownership will be transferred to NIWE at the end of the project only at the time of handing over buoy and other equipments to NIWE after the measurement campaign. Shall be decided by NIWE based on the requirement prevailing during that time.

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		<p>c) If having been notified, the Supplier fails to remedy the defect; the Owner may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier' risk and expense and without prejudice to any other rights which the Owner may have against the Supplier under the Contract.</p>	<p>c)Supplier warranty shall be limited to the manufacturing defects of the Goods/Equipment's. d) Supplier cannot accept any liability post acceptance of Work/Services by NIWE. e) Bidder request NIWE to provide remedy of 2 years warranty after handing over of equipment, which is stated under 'clause 4 of Section IV project Description and technical specification instead of SCC clause 3 (1).</p>	<p>The supplier shall provide comprehensive warranty for a period of two years.</p> <p>The supplier shall provide comprehensive warranty for a period of two years</p> <p>Corrigendum to this effect is being issued.</p>
18	<p>GCC 38 Indemnification, Page 16 of 54</p>	<p>1. The supplier/Contractor shall be liable for any loss, damages, failures, performance issues, breakdowns, etc. caused to the Lidar, Buoy, Data, Documentation, or any other Equipment corresponding with this project arising due to any act/omission of the Supplier/Contractor and shall indemnify the Owner for any such loss / damage.</p>	<p>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.</p>	<p>NIWE considers modification of GCC 38 (3) as follows:</p> <p>The Supplier/Contractor while performing its obligations shall protect, defend, indemnify and hold harmless NIWE against any illness, injuries, death, or any consequential losses that the personnel of the Contractor or Sub-contractor may suffer and the personnel of NIWE in case of negligence attributable to the Supplier/ Contractor.</p> <p>Corrigendum to this effect is being issued.</p>

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		<p>2. The Supplier/Contractor while performing its obligations shall protect, defend, indemnify and hold harmless the Owner against any illness, injuries, death, or any consequential losses that the owner may suffer.</p>		
19	<p>GCC 39 Removal of Rejected Goods and Replacement, Page 16 of 54</p>	<p>1. If any delivery, whether inspected and approved earlier or otherwise, the material/equipment is not in conformity with the specifications, the same shall be rejected by the Owner or his duly authorized representative and notification to this effect will be issued to the Supplier normally within 30 days from the date of receipt of the material at site.</p> <p>2. The supplier shall arrange for removal of the rejected/failure of item(s) during testing within 15 days from the date of notification. In the event, the supplier fails to lift the material within the said 15 days, the Owner shall be at liberty to dispose of such rejected item(s) in any manner as he may think fit. All expenses shall be recoverable from the supplier or any sum due that may become payable to him. GCC 41</p>	<p>We request for a reasonable period of 30 days for repair and replacement.</p>	<p>It is standard clause. Tender condition remains unchanged.</p>

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20	GCC 40 Liquidated Damages, Page 16 of 54	The timely Completion of the Project work at the mentioned location in SPC including Commissioning and its related services is the essence of the contract. In the event of supplier's failure to complete the Work within the stipulated period as mentioned in SPC, the liquidated damages are payable by the Bidder @ 0.5% (one half of one percent) per week of delay or part thereof, of the Purchase order value. However, the total liability of the Bidder under this clause shall not exceed 5% of the Contract value as awarded.	<p>We request for below mentioned clarification:</p> <p>Notwithstanding the foregoing, if the Supplier meets the final delivery date of the project schedule, the Supplier is not liable for any liquidated damages for its failure to meet any of the prior Milestones and any liquidated damages already paid by Supplier shall be reimbursed.</p> <p>Liquidated Damages shall apply to the extent delay solely caused by Supplier. Any Liquidated Damages imposed by NIWE on the Supplier for a delay, shall be the sole and exclusive remedy for such delay. Liquidated Damages shall not be applied for circumstances beyond Contractor's control, such as adverse weather, delay in permits, third party interference, lack of access to site and force majeure.</p>	<p>GCC 41 page No.17 of 54 It is standard clause. Tender condition remains unchanged</p>
21	GCC 41 Force Majeure, Page 17 of 54	Sub-clause 8 NIWE will not entertain/allow/pay any mobilization or demobilization claims from the contractor in the event of force majeure/clearance & protocol issues.	<p>We request NIWE to consider payment of proportionate mobilisation/demobilisation fees.</p> <p>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</p>	<p>Tender condition GCC (42) remains unchanged</p> <p>Already covered in the clause</p>

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			quarantine measures, issued after the date of signing this Contract, NIWE will provide Supplier an extension of time.	
22	GCC 47 (3) Termination, Page 19 of 54	<p>The Owner may terminate the Contract, by not less than thirty (30) days written notice of termination to the Supplier to be given after the occurrence of any of the events specified in paragraphs (1) to (4) of this Clause and sixty (60) days in the case of the event referred to in (5) below:</p> <p>1. If as a result of Force Majeure, the Supplier is unable to perform a material portion of the Services delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events or;</p>	Can you please clarify how will the payment be done in such case since the BOQ asks for a lumpsum price for installation, operation and maintenance.	<p>GCC 48 Termination</p> <p>On termination no further payment will be entertained. The respective guarantees towards performance/milestone payments, etc., will be forfeited by NIWE and action will be initiated as per rules.</p>

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23	GCC 47 (5) Termination, Page 19 of 54	If the Owner, at its sole discretion, decides to terminate this Contract.	The Supplier shall be manufacturing and importing the equipment as per the specification/requirement of NIWE, termination for convenience may cause hardship to the Supplier. Further the BOQ has a single item, it shall be infeasible to evaluate the dues up to termination. Thus we request for deletion of the clause.	<p>GCC 48 Termination</p> <p>It is a Standard Clause. Tender condition (GCC 48) remains unchanged</p>
24	GCC 58 Limitation of Liability, Page 22 of 54	<p>Except in cases of criminal negligence or willful misconduct,</p> <p>1. The supplier/contractor shall be liable for all claims, loss or damages, expenses, loss of use, loss of production, or loss of profits or interest costs resulting from any acts and/or omissions of the Supplier and/or its Staff, relating to their activities in pursuance of the obligations detailed under this tender.</p> <p>a. The Supplier/contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage except those arising out of deficiency in quality or efficiency of the product or the obligations arising from this tender.</p>	It shall be unreasonable to pass on the consequential losses on the Supplier. It's a standard practise in the industry to exclude consequential losses, we can share government tenders (Issued by ONGC) supporting our claim.	<p>GCC Clause 59</p> <p>59.1(a) is being modified as follows:</p> <p>The Supplier/contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage except those arising out of deficiency in quality or efficiency of the product.</p> <p>Corrigendum to this effect will be issued.</p>

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25	<p>b. Provided that the exclusions mentioned in this clause shall not apply to any obligation of the Supplier/Contractor arising from Clause 41 of the tender i.e. to pay liquidated damages to the Employer. Clause 41 shall only be applicable in the event of supplier/contractor's failure to complete the work under the stipulated time period. If any additional claims/losses/damages arise on account of such delay shall be administered as per this clause</p>	<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>59.1(b) is being modified as follows:</p> <p>The obligations applicable to the Supplier/Contractor shall not exempt it from its obligations under clause 41 'Liquidated damages' applicable in the event of failure to comply with the stipulated timelines. If any claims/loss/damage arises due to delay, such claims/loss/damage shall be administered in accordance with Clause 59</p> <p>Corrigendum to this effect is being issued</p>
26	<p>2) The liability of the Supplier to the Employer, whether under the Contract, in tort or otherwise, shall be proportional to the loss incurred by the Employer and shall not exceed the total contract price.</p> <p>a. Provided that, no limitation mentioned in the above clauses shall apply to any obligation of the Contractor in respect to Intellectual Property infringement as stated under clause 37 & 38</p>	<p>Please clarify that the limitation of liability shall not exceed the contract price.</p>	<p>Tender condition remains unchanged { GCC . 59 (2)}</p>
27	<p>Pollution Liability</p>	<p>Please clarify, Supplier's liability shall be limited to pollution and/or contamination emanating from Supplier's equipment's.</p>	<p>Condition mentioned by the bidder is not in the NIWE tender document</p>

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28	GCC 52 Accident and Injury to Workmen, Page 20 of 54		Supplier's liability shall be restricted to its employees. We request for below mentioned clarification: NIWE shall indemnify Supplier 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.	GCC Clause 53 Supplier's Liability shall be determined in accordance with Clause 53 and shall be limited to workmen/personnel on its role under the Supplier.
29		Title	Please confirm a) that the title of the goods/equipment's shall be transferred post receipt of full consideration receivable under the tender. b) Supplier's liability pertaining to the goods/Equipment shall cease on demobilisation of Supplier from the work site. The risk pertaining to the goods/Equipment shall be transferred to NIWE upon Supplier's demobilisation of from the work site.	The Equipment ownership will be transferred to NIWE at the end of the project only at the time of handing over buoy and other equipments to NIWE after the measurement campaign. Till such time, the supplier is liable for all the goods/equipment supplied under this contract.
30		Access	NIWE shall provide free access to the site.	NIWE will only facilitate the clearance protocols. However, Mobilization, Demobilization, and Transportation of all the components are in the scope of the contractor/vendor.