



नीचे NIWE  
(ISO 9001 Certified)

**राष्ट्रीय पवन ऊर्जा संस्थान**  
वीन और नवीकरणीय ऊर्जा मंत्रालय के अधीन स्वायत्त अनुसंधान एवं विकास संस्था, भारत सरकार)  
**NATIONAL INSTITUTE OF WIND ENERGY**  
(An Autonomous R&D Institution under Ministry of New and Renewable Energy,  
Government of India)  
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Velachery – Tambaram High Road, Pallikaranai, Chennai - 600 100, Tamil Nadu, INDIA

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

**Date: 29.09.2023**

**“Tender for Supply, Pre-deployment validation, Installation and Commissioning of Integrated Floating Buoy with offshore LiDAR together with Meteorological and Oceanographic Sensors (Wave, Current etc.,) on OUTRIGHT PROCUREMENT BASIS at Sub Zone-1 in Gulf of Mannar off, Tamil Nadu Coast in India including Warranty & Comprehensive Operation and Maintenance.”**

**CORRIGENDUM-03**

**Following amendments are issued to the NIT NO. NIWE/PUR/17/161/23 dated 31.08.2023:**

| Existing Clause   | Amended As   | Remarks     |
|---|--|-------------|
| <b>II General Condition of Contract (GCC)</b>   | <b><u>16A. GROUP COMPANY</u></b><br>The experience credentials of the Group Companies will be considered for eligibility criteria. Required documentary evidences shall be provided by the bidder in the techno commercial bid.  | Newly added |
| <b>II General Condition of Contract (GCC)</b><br><b><u>36. WARRANTY</u></b><br>b) The warranty shall remain valid for a minimum period as specified in SCC clause 3(1).   | <b><u>36. WARRANTY</u></b><br>b) The warranty shall remain valid for a minimum period as specified in Section IV Project Description and Technical Specification Clause 4 (a).   | Amended     |
| <b>II General Condition of Contract (GCC)</b><br><b>38 INDEMNIFICATION</b><br><b>Clause 38 (3).</b><br>The Supplier/Contractor while performing its obligations shall protect, defend, indemnify and hold harmless the NIWE against any illness, injuries, death, or any consequential losses that the NIWE may suffer. | <b>38 INDEMNIFICATION</b><br><b>Clause 38 (3).</b><br>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. | Amended     |

| Existing Clause   | Amended As   | Remarks     |
|---|--|-------------|
| <p><b>II General Condition of Contract (GCC)</b></p> <p><b>59 LIMITATION OF LIABILITY</b><br/> <b>Clause 59 (1) (a)</b><br/> 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>   | <p><b>59 LIMITATION OF LIABILITY</b><br/> <b>Clause 59 (1) (a)</b><br/> 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>   | Amended     |
| <p><b>II General Condition of Contract (GCC)</b></p> <p><b>59 LIMITATION OF LIABILITY</b><br/> <b>Clause 59 (1) (b)</b><br/> 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><b>59 LIMITATION OF LIABILITY</b><br/> <b>Clause 59 (1) (b)</b><br/> 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>   | Amended     |
| <p><b>II General Condition of Contract (GCC)</b></p>  | <p><b><u>60. OWNERSHIP</u></b><br/> 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>   | Newly added |
| <p><b>IV PROJECT DESCRIPTION AND TECHNICAL SPECIFICATION</b></p> <p><b>Clause 3.3</b><br/> The Telemetry system with GSM/GPRS Modem/HF/UHF link/ Satellite (Argos or INSAT or INMARSAT) may be used for real time transmission only to the NIWE FTP server and not to any other server, and confidentiality of the data should be maintained for which NDA has to be signed with NIWE.</p>  | <p><b>Clause 3.3</b><br/> The Telemetry system with GSM/GPRS Modem/HF/UHF link/ Satellite (Argos or INSAT or INMARSAT) shall only be used for real time transmission only to the NIWE FTP server and not to any other server, and confidentiality of the data should be maintained. In order to facilitate the confidentiality, a Non-Disclosure Agreement has to be signed by the Supplier/Contractor with NIWE, which shall be binding and supplementary to the Purchase Order/Contract.</p> | Amended     |

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| <p><b>IV PROJECT DESCRIPTION AND TECHNICAL SPECIFICATION</b></p> <p><b>Clause 4. Scope of Work (Page 27 of 54)</b><br/> 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.</p> | <p><b>Clause 4. Scope of Work (Page 27 of 54)</b><br/> 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.</p> <p>The weightage factor for data will be as follows:<br/> 50% for wind profile data,<br/> 25% for wave measurements and<br/> 25% current profile.</p> | <p>Amended</p> |
| <p><b>IV PROJECT DESCRIPTION AND TECHNICAL SPECIFICATION</b></p> <p><b>Clause 3.7 Comprehensive Operation and Maintenance</b><br/> The safety, security, and all risk insurance of equipment including offshore Lidars are the responsibility of the vendor within the contract price. However, in case of vandalism/malfunctioning of the system, the successful bidder will ensure the functionality of the system within 10 days if the existing measuring system cannot be repaired. In this case, the acceptance of missing data will be decided by NIWE.</p>   | <p><b>Clause 3.7 Comprehensive Operation and Maintenance</b><br/> The safety, security, and all risk insurance of equipment including offshore Lidars are the responsibility of the vendor within the contract price. However, in case of vandalism/malfunctioning of the system, the successful bidder will ensure the functionality of the system within 15 days if the existing measuring system cannot be repaired. In this case, the acceptance of missing data will be decided by NIWE.</p>   | <p>Amended</p> |

This issues with the approval of Competent authority.

Administrative & Accounts officer