

INDOMER Coastal Hydraulics (P) Ltd.				
Sl. No	Reference	Prebid Query	Tender Doc	NIWE reply
1	Tender document No. NOT No. NIWE/PUR/17/1 62/23 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 Geophysical and Offshore Geotechnical Investigations at proposed locations in sub zone – 1 Gulf of Mannar, off Tamil Nadu coast in India	<b>Tender conditions remain unaltered.</b>
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 have completed a minimum of three similar projects in marine Geophysical and marine Geotechnical Investigations at least 10m water depths within the last five years, as on 31th October 2023 and meeting one of the following conditions: a. Three similar completed projects / works, each costing not less than 10 Crores (or) b. Two similar completed projects / works, each costing not less than 12.5 Crores (or) c. One similar completed project / work costing not less than 20 Crores.	NIWE being the Government of India R&D Organization has to comply with the Government of India (GOI) directives on tender related matters including framing the technical and financial criteria. The proposed bench mark indicated by the bidder is nowhere near the stipulated Prequalification criteria.  <b>The Prequalification criteria remain unaltered.</b>
3	Page 24-58, Sl. No. 6. Pre-qualification b) Financial Criteria Sl. No. 1.	We request you to kindly change the average annual turnover for the Geophysical investigation of the bidder preceding three financial years from not less than 10 crores to <b>not less than 7 crores.</b>	II. SCC. 6. PRE-QUALIFICATION b) Financial Criteria 1. The average annual turnover of the bidder in the preceding three (3) financial years as on bid opening date shall not be less than 10 Crores (Scanned Copy of Certificate from Chartered Accountant) 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	Mobilization of survey team and provision of vessel against Bank Guarantee for	Release of payment against bank guarantee is as per

		1 <sup>st</sup> 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.	110% of the equivalent value valid up to completion and acceptance of entire scope of work	Govt. of India norms and only envisaged to provide cash flow if the bidder desires so to avail. <b>Tender conditions remain unaltered.</b>
<b>WAPCOS Limited</b>				
<b>Sl. No</b>	<b>Reference</b>	<b>Prebid Query</b>	<b>Tender Doc</b>	<b>NIWE reply</b>
1	Page No 01 Sl.No. 01  <i>Description &amp; 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 Scope of the work: Offshore Geophysical and Offshore Geotechnical Investigations at proposed location in Sub Zone -1, Gulf of Mannar, off Tamil Nadu coast in India	The tender is having provision for any bidder to participate as a single entity or with the combined strength of any other potential proven vendor (refer clause no.18 of GCC) fulfilling the prequalification criteria as detailed in clause no. 6. Of SCC under PRE-QUALIFICATION.
2	Page No 08 Clause 11, Sl. No. 10, 2 (b) <i>Under section-II General Condition of Contract SI. No.10 Earnest Money Deposit</i>  Page No.02 Sl.07 <i>Buyer name as per Sl. No.7 Division Head (F&amp;A) Buyer name as per Annexure-L.</i>	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 DEPOSIT 2. The EMD/Bid Security can be submitted by way of b. Demand Draft/Banker's Cheque, Bank guarantee including E-bank Guarantee should be drawn in favour of the Buyer, through any Commercial (Nationalised / Scheduled) Bank in India. 7.0 Tender Inviting Authority and Address Division Head (F&A), National Institute of Wind Energy, Velachery – Tambaram Main Road, Pallikaranai, Chennai 600100, Tamil Nadu Phone : EPABX: 91-44-22463982 / 83 / 84 /29001162 / 67 / 95. Fax: 91-44-2246-3980, Email: <a href="mailto:directorfa@niwe.res.in">directorfa@niwe.res.in</a> . Annexure-L PROFORMA OF BANK GUARANTEE FOR EMD	EMD has to be submitted in the name of Buyer i.e. National Institute of Wind Energy.

	Page No.46 Annexure-L <b>Additional Director (Finance &amp; Administration)</b>		Additional Director (Finance & Administration), National Institute of Wind Energy, Velachery – Tambaram Main Road, Pallikaranai, Chennai 600100	
3	3 Time Extension	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 quantities (as indicated in BOQ). Hence, it is kindly requested to grant time extension for one month after receipt of pre-bid queries.		Extension has already been given up to 20.12.2023 in GeM portal.

**GEOSERVICES MARITIME Pvt. Ltd.**

Sl. No	Reference	Prebid Query	Tender Doc	NIWE reply
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 completed projects / works, each costing not less than 10 Crores (or) b. Two similar completed projects / works, each costing not less than 12.5 Crores (or) c. One similar completed project / work costing not less than 20 Crores.	NIWE being the Government of India R&D Organization has to comply with the Government of India (GOI) directives on tender related matters including framing the technical and financial criteria. The proposed bench mark indicated by the bidder is nowhere near the stipulated Prequalification criteria. Hence unable to consider the request. <b>The Prequalification criteria remain unaltered.</b>
2	Clause 6: PRE-QUALIFICATION, Point No. 2	Request NIWE to consider vessels as per required specifications and not with proven track record of vessels as we would hire vessels as per	The proposed vessel should have a proven track record of successfully executing work contracts. The bidder should also submit relevant documentation for evaluating the	It is the bidder's responsibility to ensure the vessel satisfies the technical specifications required for

	under a)Technical Criteria. Page No.: 24 of 58	required specifications.	vessel competence for the said surveys	the work contract and completes the investigations as per the scope of the work. Vessels should have all required documents and sea worthiness for obtaining the MOD clearances for proper execution of the project.
3	Clause 6: PRE-QUALIFICATION, Point No. 3 under a)Technical Criteria. Page No.: 24 of 58	<p>We have ongoing Hydrographic, Geophysical and coring 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.</p> <p>If NIWE consider this ongoing project, then we are qualified for all terms which are asked for this tender</p>	The bidders should submit relevant documentary evidence like copy of the work order and work completion certificates from the respective clients for the Projects/Work completed under Sl. no.1 above along with Customer Feedback certificate.	In the event any bidder is executing similar <b>ongoing</b> projects of much higher value and in the assessment of the bidder they are likely to fulfill the prescribed pre-qualification criteria, partial work completion certificate duly issued with clear cost break up, shall be submitted and the same can be considered for evaluation in public interest NIWE at its discretion may evaluate the tender and decide whether the bidder is meeting the pre-qualification criteria. Decision of NIWE shall be final and binding.
4	Clause 6: PRE-QUALIFICATION, Point No. 1 under a)Technical Criteria Page No.: 23 of 58	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	The bidder should have completed a minimum of three similar projects in marine Geophysical and marine Geotechnical Investigations at least 10m water depths within the last five years, as on 31 <sup>st</sup> October 2023.	Clause is amended as follows: The bidder should have completed a minimum of three similar projects in marine Geophysical and marine Geotechnical Investigations at least 10m water depths <b>within the last seven years</b> , as on 31 <sup>st</sup> October 2023.

**COMACOE**

<b>Sl. No</b>	<b>Reference</b>	<b>Prebid Query</b>	<b>Tender Doc</b>	<b>NIWE reply</b>
1.	SPECIAL CONDITIONS OF CONTRACT (SCC)  INVESTIGATION AREA  Table 2: Details of the Survey Pg. 21 of 58	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	<u>Side Scan Sonar Survey</u> : Perform a side scan sonar survey using a dual-channel system with HF and LF frequencies (100kHz & 400kHz). Resolve objects > 0.5m along the shortest axis. Maintain a survey speed of 4.0 knots ( $\pm 10\%$ ). Survey lines shall be spaced 200m apart along East-West and 400m apart in North-South trending transects. Correct for position errors and apply slant range correction. Survey direction: East-West and North-South	Tender specified methodology is minimum requirements. However, since the vendor claims better resolution of objects, the suggestion is acceptable without any demand for additional cost

2.	<p>3 SPECIAL CONDITIONS OF CONTRACT (SCC) INVESTIGATION AREA Table 2: Details of the Survey Pg. 21 of 58</p> <p>ANNEXURE A Ai: Geophysical investigations Pg. 29 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 &lt;0.3m. The survey shall be spaced 100m apart along East-West trending transects and 200m in the north-south direction.</p>	<p>Survey spacing will be 100m along East-West trending transects, 200m in north-south direction</p>
3.	<p>3. Investigation Area Table 2: Details of the Survey 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 Investigations:</u> <u>Borehole drilling:</u> Boreholes shall be continuous to 60m below seabed or until rock is encountered.</p>	<p>Boreholes shall be performed till 60m below the seabed or 10m into the rock whichever is earlier.</p>
4.	<p>3. Investigation Area Table 2: Details of the Survey Pg. 21 of 58</p>	<p>Gravity coring and box coring are surface sampling methods.  Thus, these sampling techniques are to be removed from the borehole scope.  Please clarify.</p>	<p><u>Geotechnical Investigations:</u> <u>Sampling:</u> Collect soil and sediment samples from boreholes at various depths. Use piston coring, gravity coring, and box coring methods as required. Ensure samples are <math>\geq 70</math> mm in diameter.</p>	<p>Considered deletion of <i>“Use piston coring, gravity coring, and box coring methods as required”</i> Clause is amended as Collect soil and sediment samples from boreholes at various depths. Ensure samples are <math>\geq 70</math> mm in diameter.</p>

5.	<p>Technical Specification A ii Geotechnical investigations Pg. 29 &amp; 30 of 58</p>	<p>CPT is a general term. Please clarify if Piezocone penetrometer (PCPT or CPTu) test is required to measure penetration pore pressure also. For soil classification, Piezocone Penetrometer Test is required.</p> <p>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.</p>	Cone Penetration Test (CPT)	PCPT test shall be carried out to measure pore pressure as per the standard method.
6.	<p>Technical Specification A ii Geotechnical investigations Pg. 30 of 58</p>	<p>No BOQ quantities for Field Vane Shear. Please confirm if it is field lab testing coming under BOQ sr. no 74.</p>	Field Vane Shear Test	The rate for Field Vane Shear Test to be quoted under BOQ sr. no 74.
7.	<p>General Conditions of Contract Clause 35. Pg. 13</p>	<p>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.</p> <p><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></p>	<p><b>INDEMNIFICATION-</b></p> <p>5) The NIWE shall not be liable to pay any compensation to a third party and the Supplier/Contractor shall be fully responsible for the same, including all expenses at the court and legal fees. The NIWE will give notice to the Supplier of any such claim without delay, shall provide reasonable assistance to the Supplier/Contractor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim. Final payment to the Supplier/Contractor by the NIWE will not be made while any such suit or claim remains unsettled.</p>	<p>As per Clause 35(3) of GCC "Indemnification" (Page13), the Supplier shall indemnify NIWE, in instances of illness, injuries, death, or any consequential losses to personnel of the Contractor, sub-contractor and also NIWE. However, the liability to indemnify in case of illness, injuries, death, of NIWE personnel shall be limited to instances of negligent act/omission that are attributed to the Contractor or Sub-contractor.</p> <p><b>The Tender clause remains unchanged</b></p>

8.	<p>General Conditions of Contract Clause 37. Pg. 14</p>	<p>We propose reduction of 0.5% as the minimum Liquidated Damages and maximum range at 5 % application.</p>	<p><b>LIQUIDATED DAMAGES</b> The timely Completion of the Project work at the mentioned location in SCC is the essence of the contract. In the event of supplier's failure to complete the Work within the stipulated period as mentioned in SCC, the liquidated damages are payable by the Bidder @ 1% (one percent) per week of delay or part thereof, of the Purchase order value. The total liability of the Bidder under this clause shall not exceed 10% of the Contract value as awarded.</p>	<p>The intention is not to levy more LD but to ensure timely completion of Project.</p> <p><b>Tender condition remains unaltered.</b></p>
9.	<p>General Conditions of Contract Clause 44 Pg. 16</p>	<p>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>	<p><b>TERMINATION</b> The NIWE 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: 5. If the NIWE, at its sole discretion, decides to terminate this Contract.</p>	<p>Termination without cause is a right given to NIWE to terminate the contract for any reason which may arise during the duration of the project that is not specifically mentioned in the termination clause.</p> <p><b>Tender condition remains unaltered.</b></p>



10.	<p>General Conditions of Contract          Clause 49          Pg. 17</p>	<p>We propose the same to be amended as indemnity for COMACOE should be limited to only themselves and not third party claims.</p>	<p><b>ACCIDENT OR INJURY TO WORKMEN:</b>          NIWE shall not be liable for any damage or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other men in the employment of the contractor or sub-contractor. The contractor shall indemnify NIWE and keep NIWE indemnified against all such damages and compensation and against all claims, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto. The all risk insurance shall be covered within the contract price. It is the responsibility of contractor to ensure prompt settlement of such claims directly as admissible in law without waiting for settlement of insurance claims and shall submit necessary documents to NIWE.</p>	<p>As the responsibility of successful execution of the project would be of the supplier, the liability of all the claims/losses/damages shall be undertaken by the supplier. The Supplier is also responsible to take insurance coverage to cover entire risk for men and materials towards successful completion of entire scope of work (Clause 31 of GCC (Page 13)). Hence, the Supplier shall undertake to indemnify NIWE in case of any third-party claims (as per the Clause 35(5) of GCC (Page 14)).</p> <p><b>Tender condition remains unaltered.</b></p>
11.	<p>General Conditions of Contract          Clause 55          Pg. 18</p>	<p>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>	<p><b>LIMITATION OF LIABILITY:</b>          Except in cases of criminal negligence or willful misconduct,          1) The supplier/contractor shall be liable for all claims, loss or damages, expenses, loss of use, loss of production, or loss of profits or interest costs resulting from any acts and/or omissions of the Supplier and/or its Staff, relating to their activities in pursuance of the obligations detailed under this tender.           a. The Supplier/contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage except those arising out of deficiency in quality or efficiency of the product.</p>	<p>The Liability of the Contractor shall not exceed the (100%) the total contract's value.</p> <p>Except in the case of Intellectual Property Infringement, where the liability of the Contractor can exceed the 100% of the total contract value.</p> <p>Hence, the tender clause shall not be amended.</p>

12.	<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 only one bid either individually or as a partner/member of a joint venture/Consortium. A firm that submits either individually or, as a partner/member of a joint venture/Consortium, more than one bid will result in rejection of all the bids.</p>	<p>Lead bidder shall meet the prescribed technical criteria in one of the areas on their own and submit completion certificate to evaluate fulfilment of PQ. Combined strength of consortium or JV shall be considered for evaluation.</p>
13.	<p>General conditions of contract (scc) 18. Joint venture/consortium Pg. 10 of 58</p>		<p>2. The prime bidder / lead bidder shall be specified in the pre-qualification requirement</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"> <li>- The tender clearly states “The Geo-Technical investigation has to be carried out in a water depth of about 25-35m.</li> <li>- 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.</li> <li>- 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.</li> </ul> <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"> <li>- 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 &amp; CPT in line with the maximum water depth i.e. 40m.</li> <li>- If not, delete the locations falling in the excess of 40m below CD</li> </ul> <p>It is pertinent to mention here, 70m water depth was mentioned while seeking the budgetary offer</p>	<p>The investigation area covers an area of about 108 sq.km is shown in the Fig 1.and has the <b>water depth ranging from 25 to 40m CD</b></p>	<p>NIWE has already provided the coordinates of the survey area. It is the bidder's responsibility to verify the water depth and mobilize the survey equipment and requisites accordingly. No additional mobilization and demobilization charges will be paid by NIWE.</p>
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FUGRO				
Sl. No	Reference	Prebid Query	Tender Doc	NIWE reply
1	Page no. 12: Clause no. 24 of GCC; NIWE's RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS	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.	Sub clause 1: The NIWE reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder (s) of the grounds for the NIWE's action. <b>Sub clause 2:</b> Unrealistic bids with either cost which is impossible to execute as per the assessment of NIWE and / or for bidders who show that they are completely inexperienced or have completely inappropriate experience will be rejected	EMD of unsuccessful bidder will be refunded immediately as per tender terms and conditions
2	Page no. 12: Clause no. 29 of GCC; PERFORMANC E 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 bond/bank guarantees should be valid for 15 months from the date of execution of contract.”	Clause is amended as follows: The Insurance Survey bond / bank guarantees should be for 12 months from the date of execution of contract.
3	Page no. 16: Clause 44 of GCC:	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	5) “If the NIWE, at its sole discretion, decides to terminate this Contract”.	Payments to the Bidder under this Tender shall be made in accordance with

	TERMINATION	time of termination plus balance Mobilization fee for demobilization of resources from field GCC 44 (3) and (5).		<p>Clause 47 of GCC “Payment to the Bidder” (Page 16) that states that the payment shall be made in accordance of Clause 8 of SCC “Terms of Payment” (Page 25). Clause 47 of GCC when read with Clause 8 of SCC, implies that, the release of payments shall follow the stage-wise completion of the services by the bidder, their acceptance by NIWE and issuance of invoice by the bidder.</p> <p>The payment of mobilization fee by NIWE for demobilization of resources from the site due to Force Majeure Event (GCC 44 (3)) or for Termination by NIWE without cause (GCC 44 (5)), shall be in accordance with the following clause “Force Majeure” (Clause GCC 38(8) (page 14) NIWE will not entertain/allow/pay any mobilization or demobilization claims from the contractor in the event of force majeure/clearance &amp; protocol issues.</p>
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, decides to terminate this Contract.	Termination without cause is a right given to NIWE to terminate the contract for any reason which may arise during the duration of the project that is not specifically mentioned in the termination

				clause.
5	Page no. 19: Clause no. 2 Scope of Work under III. SPECIAL CONDITIONS OF CONTRACT (SCC)	We understand the borehole locations shall be at the future pile location and selection of such locations may 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.	“Upon completion of the geophysical survey, the bidder shall provide a 'Borehole Location Map' explicitly delineating the locations of 6 boreholes designated for geotechnical survey purposes. NIWE will make the final selection of 3 boreholes from the proposed 6, where indepth geotechnical investigations shall be carried out.”	The six locations shall be proposed such that it offers comprehensive understanding of entire 108 sq.km.
6	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 Survey:</u> “.....Depth penetration range should up to 60m or more based on seabed soil strata.....”	<b>The tender conditions remain unaltered.</b>
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 to be carried out using an Automatic Tide Gauge with an accuracy of $\pm 10$ mm.	<b>The tender conditions remain unaltered.</b>
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: <ul style="list-style-type: none"> <li>• Please confirm survey shall be performed using single magnetometer system and not gradiometer system.</li> <li>• 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.</li> </ul>	<u>Magnetometer Survey:</u> “.....Pipelines, shipwrecks, UXOs etc.. in the study area.” And 5. Marine Magnetometer: SEAQUEST gradiometer or equivalent	Considered the deletion of “UXO” The clause is amended as <i>“Magnetometer Survey: “.....Pipelines, ship wrecks in the study area.”</i>

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> : sampling: Collect soil and sediment samples from boreholes at various depths. Use piston coring, gravity coring, and box coring methods as required. Ensure samples are $\geq 70$ mm in diameter	Considered deletion of <i>“Use piston coring, gravity coring, and box coring methods as required”</i>  Clause is amended as  Collect soil and sediment samples from boreholes at various depths. Ensure samples are $\geq 70$ mm in diameter.
10	Page no. 23: Clause 5. INSTRUCTION S, TERMS AND CONDITIONS TO THE BIDDER; Sub-clause XVI	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 secure Ministry of Defence (MoD) clearance as statutory permit.	“Bidder has to submit the required Naval and MoD clearance certificates of survey vessels after awarding the contract and within 7 days from the date of mobilization notice issued by NIWE. NIWE shall provide required supporting documents to obtain requisite approval from the designated authorities.”	All the required clearances and statutory compliances shall be in the scope of the bidder.
11	Page no. 23: Clause 5. INSTRUCTION S, TERMS AND CONDITIONS TO THE BIDDER; Sub-clause XX	Please let us know the NDA template / detailed guideline.	Successful bidder has to submit the non-discloser agreement in line with the MoD guidelines.	Template will be provided in due course.
12	Page no.25: Clause no. 8 of SCC; Terms of Payment	• 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	Geophysical investigations; Point no. 1: Mobilization of survey team and Provision of vessel against Bank Guarantee for 110% of the equivalent value valid up to completion and acceptance of entire scope of work	Tender payment terms are well balanced and adequate enough.  <b>Tender conditions remain unaltered.</b>

		<p>amount; while supplier have already furnished performance bank guarantee. This type of requirement is extremely uncommon for other PSU tenders. Kindly withdraw this requirement.</p> <ul style="list-style-type: none"> <li>• 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"> <li>• 25% on Mobilization of resources at site</li> <li>• 65% on completion of field work and handover of all raw and processed data</li> <li>• 10% on acceptance of final report by NIWE.</li> </ul> </li> </ul> <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>		
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: 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>		<b>The tender condition remains unaltered.</b>



		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 DELIVEABLES; Detailed report on Geotechnical Survey	We understand this scope is generic, and may include (i) advanced laboratory testing, (ii) development of advanced ground model, (iii) advanced analyses like 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 for foundation design or any other geotechnical considerations pertinent to Offshore wind turbine installation.	The report shall include recommendations for foundations type based on the investigations carried out as part of the scope of work of this tender
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 Survey should be submitted within 15 days on completion of the survey	<b>The tender conditions remain unaltered.</b>
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)	(i) Refer BOQ item no.6 (ii) As specified in Annexure –Ai.3
17	Page no. 28: Annexure A: Technical Specification; A. i Geophysical	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> : “Data correction - Correct for position errors and discontinuous data”	Suitable methodology to be adopted to meet the data quality as per the standards.

	Investigations			
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 bathymetry: Position fixing</u> – DGPS with OMNISTAR/Beacon corrections	Confirmed  (DGPS positioning system utilizing dual frequency (L1 and L2) correction data is required)
19	Page no. 28: Annexure A: Technical Specification; A. i Geophysical Investigations	Since 100% seabed coverage has been specified in other section of the RFQ document, bidder understand at least IHO order ‘1a’ shall be complied. Please confirm acceptance.	1. <u>Multibeam bathymetry: –Accuracy</u> Compliant with International Hydrographic Office standards	100% of the specified survey area to be covered. (IHO special order)
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. <u>Marine Magnetometer: Magnetic field processing</u> – IGRE subtraction, standard filtering operations, downward continuation.	Considered the deletion of “UXO” The clause is amended as “ <i>Magnetometer Survey: “.....Pipelines, ship wrecks in the study area.”</i> ”
21	GeM Document: GEM/2023/B/41 47587	Please confirm this amount is excluding GST	Estimated bid value: INR 25,00,00,000	Estimated Bid value includes GST
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,	(xi) Any part of fieldwork that does not meet the quality standards agreed in the contract shall not be accepted, and such work shall be redone/ repeated and completed strictly as per NIWE approved quality manual/requirements within the contract price	NIWE person will be on board for confirming the data quality. Demobilisation shall be after the approval of the data quality by the NIWE person.

		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."		
23	Page 13: GCC clause no.35 Indemnification,	<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:</p> <p>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>2) The Supplier/Contractor shall be liable for any loss, damages, failures, performance issues, breakdowns, etc. caused to the Lidar, Buoy, Data, Documentation, or any other third party Equipment corresponding with this project arising due to any wilful act/omission of the Supplier/ Contractor and shall indemnify the NIWE for any such loss / damage.</p> <p>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 personnel of the Contractor or Subcontractor may suffer and the personnel of NIWE in case of negligence attributable to the Supplier/Contractor</p>	<p>As per Clause 35(3) of GCC "Indemnification" (Page13), the Supplier shall indemnify NIWE, in instances of illness, injuries, death, or any consequential losses to personnel of the Contractor, sub-contractor and also NIWE. However, the liability to indemnify in case of illness, injuries, death, of NIWE personnel shall be limited to instances of negligent act/omission that are attributed to the Contractor or Sub-contractor.</p> <p><b>The Tender clause remains unchanged.</b></p>
24	Page 14: GCC clause no. 37 Liquidated Damages,	<p>We request for below mentioned clarification:</p> <p>1) Notwithstanding the foregoing, if the Contractor meets the final delivery date of the project schedule, the Contractor is not liable for any liquidated damages for its failure to meet any of the prior Milestones and any liquidated damages already paid by Contractor shall be reimbursed.</p> <p>2) Liquidated Damages shall apply to the extent delay solely caused by Contractor.</p> <p>Liquidated Damages shall not be applied for circumstances beyond Contractor's control, such as adverse weather, delay in permits, third party interference, marine traffic, lack of access to site and force majeure. Kindly clarify the timeline beyond which NIWE</p>	<p>The timely Completion of the Project work at the mentioned location in SCC is the essence of the contract. In the event of supplier's failure to complete the Work within the stipulated period as mentioned in SCC, the liquidated damages are payable by the Bidder @ 1% (one percent) per week of delay or part thereof, of the Purchase order value. The total liability of the Bidder under this clause shall not exceed 10% of the Contract value as awarded. However, beyond a reasonable opportunity to complete the work and no sign of improvement, contract can be terminated at the sole risk and cost of the contractor.</p>	<p>As the liquidated damages are applied for each stage (specified under Clause 8 of SCC (Page 25)) separately, for the default by the contractor in complying with the agreed timeline, the Contractor shall be liable to pay liquidated damages for the delay in achieving the said milestone and the liquidated damages so paid by the Contractor shall not be reimbursed.</p> <p>The Liquidated damages</p>

		<p>shall be entitle 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 shall stand forfeited. Any money payable to the contractor shall be paid only after completion of the work by NIWE through any other competent contractor under the risk purchase principle where the entire cost overrun shall be to the account of contractor only.</p>	<p>shall not be applicable on instances as specified under Clause 38, Force Majeure of GCC (Page 14)</p> <p>NIWE shall have the right to undertake Risk Procurement (Clause 41 of GCC (Page 15)), at any time after the lapse of timeline agreed for each stage, at its sole discretion as it deems fit.</p> <p>As per Clause 41 'Risk Procurement' of GCC (Page 15) read with Clause 37 'Liquidated Damages' of GCC (Page 14), NIWE can procure services from any other source at the Suppliers <b>risk and cost</b>. The difference in cost shall also be borne by the Supplier till the completion of the Project by another competent contractor.</p>
<p>25</p>	<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: 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. 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 NIWE will not entertain/allow/pay any mobilization or demobilization claims from the contractor in the event of force majeure/clearance &amp; protocol issues.</p>	<p>NIWE shall not be liable to pay any mobilisation or demobilisation costs.</p> <p>In the events which are beyond the reasonable control of the Supplier, the time of completion may be extended, as per GCC Clause 38(3) and Clause 38(6) (Page 14), however, the bidder is expected to make efforts to mitigate the delay as mentioned in Clause 38(4) of GCC.</p>

				In the event of force majeure, extension of the period for demobilisation can be considered by NIWE, based on the request of the Contractor and assessing the reasons during such a period.
26	Page 18: GCC clause no. 55 Limitation of Liability	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.	Except in cases of criminal negligence or wilful misconduct, 1. The supplier/contractor shall be liable for all claims, loss or damages, expenses, loss of use, loss of production, or loss of profits or interest costs resulting from any acts and/or omissions of the Supplier and/or its Staff, relating to their activities in pursuance of the obligations detailed under this tender. a. The Supplier/contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage except those arising out of deficiency in quality or efficiency of the product.	<b><u>The clause shall remain unchanged.</u></b> The liability of the consequential losses arising from the acts and/or omissions of the Supplier resulting into deficiency in quality or efficiency of the project or the obligations arising from this tender shall be borne by the Supplier as they are direct implications of the obligations and responsibilities of the supplier.
27		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.	b. The obligations applicable to the supplier/contractor shall not exempt it from its obligations under clause 37"Liquidated damages" applicable in the event of failure to comply with the stipulated timelines. If any claims/loss/damages arises due delay, such claims/loss/damage shall be administered in accordance with clause 55.	While Liquidated damages (Clause 37 of GCC, Page 14) are affixed only in case of delay caused by acts and/or omissions of the Supplier, the liability under Clause 55(1)(b) of GCC shall apply in cases of all other claims, loss or damages, expenses, loss of use, loss of production, or loss of profits or interest costs arising out of the acts and/or omissions of the Supplier. This clause shall

				be applicable if the delay further leads to any claims/losses/damages.
28		Please clarify that the limitation of liability shall not exceed the contract price.	2) The liability of the Supplier to the Employer, whether under the Contract, in tort or otherwise, shall be proportional to the loss incurred by the Employer and shall not exceed the total contract price. a. Provided that, no limitation mentioned in the above clauses shall apply to any obligation of the Contractor in respect to Intellectual Property infringement as stated under clause 34 & 35	The Liability of the Contractor shall not exceed the (100%) the total contract's value.  Except in the case of <u>Intellectual Property Infringement</u> , where the <u>liability</u> of the Contractor can <u>exceed</u> the 100% of the total contract value.
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 any damage or compensation ..... without waiting for settlement of insurance claims and shall submit necessary documents to NIWE.	The Contractor shall be liable for all the damages, compensation sought, claims, consequences of accidents and injuries to the workmen or other men and material engaged on the survey vessel. The liability of Supplier to indemnify in case of illness, injuries, death, of NIWE personnel shall only be limited to instances of negligent act/omission that are attributed to the Contractor or Sub-contractor.  <b><u>Tender conditions remains unaltered.</u></b>
30	General Query	NIWE shall provide free access to the site.	Access	Bidder has to obtain MOD clearances and NAVAREA clearances. NIWE will provide the supporting letter in this regard.

31	General Query	Please clarify, Contractor's liability shall be limited to pollution and/or contamination emanating from Contractor's equipment's.	Pollution Liability	<p>The following is newly added under SCC clause no. 5</p> <p>The Contractor should ensure that all remnants related to management of pollution as per SPCB/CPCB/ pollution control act are met. The contractor shall be responsible for all the required clearances and statutory compliances with respect to this tender.</p>
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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. Please confirm our understanding is correct.	a) Three similar completed projects / works, each costing not less than 10 Crores (or) b. Two similar completed projects / works, each costing not less than 12.5 Crores (or) c. One similar completed project / work costing not less than 20 Crores.	The Clause is amended as  (a). Three similar completed projects / works, each costing not less than 10 Crores (Three similar completed project means at least one project in Geophysical and geotechnical individually or combined).  (or)  (b). Two similar completed projects / works, each costing not less than 12.5 Crores (Two similar completed projects means one project each in Geophysical and geotechnical individually or combined).  (or)  (c). One similar completed project / work costing not less than 20 Crores. (One similar completed project means Geophysical and geotechnical combined).
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 for all types of rock strata 8-10m depth after encountering rock	Boreholes shall be performed till 60m below the seabed or 10m into the rock whichever is earlier.

**Wave Geo-Services Pvt. Ltd.**

Sl.	Reference	Prebid Query	Tender Doc	NIWE reply
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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 JV/consortium?</p>	<p>2. The <b>prime bidder / lead bidder shall be specified in the pre-qualification</b> requirement.</p> <p>3. The prime bidder / lead bidder shall be responsible for the overall execution of the contract.</p> <p>4. The EMD/Security Deposit have to be paid/issued in the name of Lead Member of Bidding Consortium.</p>	<p>The following is added under Clause 18.</p> <p>1. JV/Consortium agreement duly registered with ROC needs to be submitted along with Technical Bid.</p> <p>2. The Indian lead bidder should have more than 50% shareholding.</p> <p>3. Lead bidder shall meet the prescribed technical criteria in one of the areas on their own and submit completion certificate to evaluate fulfilment of PQ. Combined strength of consortium or JV shall be considered for evaluation.</p> <p>4. The maximum number of members in a JV/Consortium shall be 3.</p>
2	11) RELAXATION TO MICRO SMALL ENTERPRISES (MSE'S)	<p>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?</p>	<p>a) Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) <b>are exempt from submission of EMD</b> (Bid security). Bidders claiming exemption of EMD shall submit signed bid securing declaration as specified in GCC clause 12. Bids uploaded without Bid Securing Declaration as prescribed will be rejected, ab initio, and will not be evaluated further.</p>	<p>EMD exemption shall be strictly as per MSME related concessions in force. If the MSME exemption is not available for consortium arrangements, it is the bidder responsibility to submit GOI order in force to support their exemption eligibility.</p>

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 should have a proven <b>track record of successfully executing work contracts</b> . The bidder should also submit relevant documentation for evaluating the vessel competence for the said surveys	It is the bidder's responsibility to ensure the vessel satisfies the technical specifications required for the work contract and completes the investigations as per the scope of the work. Vessels should have all required documents and sea worthiness for obtaining the MOD clearances. for proper execution of the project.
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 team and Provision of vessel against Bank Guarantee for 110% of the equivalent value valid up to completion and acceptance of entire scope of work	180 days Inclusive of Mobilization & demobilization period of the equipment and personnel. Refer clause no. 4 of SCC and Annexure-B. <b>The tender conditions remain unaltered.</b>
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	All infrastructure required for the project need to be assessed and positioned by the bidder to complete in time and within the fixed contract value.

**MITCON Consultancy & Engineering Services Limited**

Sl. No	Reference	Prebid Query	Tender Doc	NIWE reply
1.	Page no. 17 Clause 54 : Compliance of Restrictions	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	Clause 54 : Compliance of Restrictions under Rule 144 (XI) of GFR 2017	JV/Consortium agreement duly registered with ROC needs to be submitted

	under Rule 144 (XI) of GFR 2017	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.		along with Technical Bid.  Further, the bidder should ensure compliance to all GOI directives
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### OTHER MODIFICATIONS IN GCC/SCC

Sl.No.	Tender clause reference	Existing	Amended as
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.	The Insurance Surety bond/bank guarantees should be <b>valid for 12 months</b> 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 <b>Lidar, Buoy</b> , 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.	The Supplier/Contractor shall be liable for any loss, damages, failures, performance issues, breakdown, etc. caused to the <b>Data</b> , 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	<b>8.</b> Reporting and deliverables	<b>9.</b> Reporting and deliverables