



राष्ट्रीय पवन ऊर्जा संस्थान
(नवीन 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/17/160/23

Date: 29.09.2023

CORRIGENDUM-02

Pre-bid meeting for “Measurement and providing of meteorological and oceanographic data (RAW and post- processed) for a continuous period of minimum one year by deploying Integrated Floating Buoy with offshore LiDAR, Meteorological and Oceanographic Sensors (Wave, Current etc.,) on **LEASE BASIS** at Sub Zone-1 in Gulf of Mannar off, Tamil Nadu Coast in India including Comprehensive Operation and Maintenance” was held on 06.09.2023 and the reply to bidder’s queries is attached.

This issues with the approval of Competent authority.

Division Head (F&A)

NIT reference no: NIWE/PUR/17/160/23

Description of work: Measurement and providing of meteorological and oceanographic data (RAW and post- processed) by deploying Integrated Floating Buoy with offshore LiDAR, Meteorological and Oceanographic Sensors (Wave, Current etc.) on LEASE BASIS at Sub-Zone 1 in Gulf of Mannar off, Tamil Nadu Coast.

Pre-Bid Tender Query – M/S. NORINCO(on Lease Basis)

Date – 29.09.2023

S.No	Tender Specifications/conditions	Tender document Page Reference	Queries	NIWE Reply
1	<p><u>4. Earnest Money Deposit and Payment:</u></p> <p>Earnest Money Deposit (EMD) of Rs.36,00,000/- (Rupees Thirty-Six Lakhs Only) to be submitted with Techno-Commercial bid.</p> <p>MSME/NSIC Bidders are required to compulsorily submit a Bid securing declaration as per format in Annexure-5. The scanned copy of Bid securing declaration duly signed shall be uploaded along with the bid document. By signing the bid security declaration, bidders are accepting that if they withdraw or modify their bids during the bid validity period, they will be suspended for a period of one year as specified in Annexure-5.</p>	2 of 56	Please confirm whether a qualified technical partner can submit the Bid securing declaration as per the format Annexure-5 as a MSME/NSIC bidder on behalf of OEM using OEM's technical and experience credentials?	In case of joint venture/Consortium , If the Lead Bidder is a qualified MSME(MICRO & SMALL) / NSIC, can submit Bid Securing Declaration and all the bidders shall sign the Bid securing declaration as per Annexure-5.
2	<p><u>15. DOCUMENTS FOR QUALIFYING REQUIREMENTS:</u></p>	10 of 56	Please confirm whether a qualified technical partner can submit the tender bid on behalf of OEM using OEM's technical and experience credentials?	OEM's technical and experience credentials will be considered for OEM only and not for the agents. However a Indian Lead Bidder having a Consortium / Joint venture will be allowed to participate in the tender using the technical and experience credentials of other partners..

3	<p><u>5. Time Schedule:</u></p> <p>1. Pre-deployment validation of Integrated Floating buoy with Offshore Lidar together with Meteorological and Oceanographic Sensors (Wave, Current etc.,). – 2 Months (After receipt of PO)</p> <p>2. Transportation, Mobilization, Installation and Commissioning of the floating buoy with LiDAR and all sensors at the Offshore site (Sub Zone 1) – 1 Month</p> <p>3. Measurement campaign (Initiation of real-time data transmission to NIWE) – 12 Months</p> <p>4. Dismantling the Integrated Floating Offshore Lidar buoy together with Oceanographic sensors and clearing the site after successful completion of measurement. – 1 Month</p> <p>5. Total = 16 Months</p> <p>The bidder shall submit the design, PDV (Pre-deployment validation) results done at OEM site, Mooring details, project execution plan, data transmission & security mechanism for evaluation by the NIWE / Technical Committee prior to deployment at the specified site. Based on the NIWE confirmation only, bidder shall deploy the system at the specified site.</p>	25 of 56	<p>As the tender asked for PDV done at the OEM facility it will not be possible to produce a buoy and complete the PDV within the expected duration of 2 months.</p> <p>Would it be acceptable to consider a buoy that has already completed the PDV earlier.</p> <p>We are kindly request you to revise the time schedule as below:</p> <p>1. Pre-deployment validation of Integrated Floating buoy with Offshore Lidar together with Meteorological and Oceanographic Sensors (Wave, Current etc.,). – 6 Months (After receipt of PO)</p>	<p>The FLS unit which will be deployed at site should have undergone a Verification Test not greater than one year prior to commencing measurements, and the verification test should have been vetted by an independent accredited body.</p> <p>The configuration of the buoy used for the validation should not be changed. Whatever the bidder configured at the test site for validation, the same shall be configured at the proposed measurements site as all the responses functions are sensitive to the measurement. Refer IEA RP 18). Tender condition remain unchanged</p>
4	<p>Project completion schedule: The bidder will be responsible for safe delivery of material at the site, testing, Validation, Installation & Commissioning, Watch and Ward for one year of successful data collection, Operation and Maintenance for One year (or) until successful data collection for one year, whichever is later, including site visit arrangements, Data Retrieval at NIWE server, report submission etc., After successful</p>		<p>Please excuse us from validation as our OEM are carbon trust stage 3 qualified.</p> <p>We should be allowed to extend the campaign beyond 12 months to make good the data loss made during the 12-month campaign to a maximum of</p>	<p>The validation is for the FLS unit which will be deployed at site, hence tender conditions remain unchanged.</p> <p>Bidder should ensure that there are no data gaps. A standby</p>

	completion of measurement campaign, the Integrated floating Lidar buoy has to be dismantled safely and site has to be cleared.		3 months. This will enable us to invoice / claim 100% of our bid amount.	<p>system should be available near the proposed locations and it should be deployed within 15 days if the existing measuring system cannot be repaired.</p> <p>Extending the campaign beyond 12 months will be subject to justifiable reasons (Pg. 25 of 56)</p> <p>Corrigendum to this effect is being issued.</p>
5	39.REMOVAL OF REJECTED GOODS AND REPLACEMENT		The remedy for non conformance is repair or replacement by the bidder, therefore we kindly request you to remove this clause.	NIWE tender terms prevails.
6	RISK PROCUREMENT		Remedies are well defined and so therefore we request you to kindly remove this clause from the tender.	NIWE tender terms prevails.
	<p><u>4. PAYMENT:- on Lease basis:</u></p> <p>6.5% on submission of post-processed data with more than 85% data availability (monthly) (6.5% X 12= 78%), at the end of every month along with the respective interim monthly data analysis report to NIWE. In the event of post processed data availability less than 85%, the monthly payment criteria is based on the minimum system availability of 95% and minimum of 20% of post processed data for that particular month and the payment will be made on pro-rata basis. However, no payment will be released, if post-processed data availability is less than 20 %. In order to ensure the system availability, bidder has to provide the RAW data for that particular month. The bidder has to maintain the overall post processed data availability of 90% and above for one-year measurement campaign in accordance with "Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial</p>		<p>As this is a capital intensive and large amounts are required for validation and transportation, deployments. Hence we request you to please revise the payment conditions as follows:</p> <p>48% after ensuring the receipt of real time data from the prescribed offshore measurement site to NIWE server, on successful installation and</p>	Tender conditions remains unchanged

7	<p>Acceptance of Floating LiDAR Technology, Version 2.0".</p> <p>12% after ensuring the receipt of real time data from the prescribed offshore measurement site to NIWE server, on successful installation and commissioning of the fully integrated floating Offshore Lidar buoy together with Meteorological & Oceanographical sensors (Wave, Current etc.,) system at Sub- Zone 1.</p> <p>Balance of 10% payment will be paid after the *Completion of the measurement campaign, *handing over all RAW & processed data & reports, *Safe dismantling of the Integrated Floating Lidar Buoy and clearance of the site and Providing of De- commissioning report as per the MoEF & CC guidelines/requirement, *Completion of any other contract requirement agreed by the bidder.</p>	24 of 56	<p>commissioning of the fully integrated floating Offshore Lidar buoy together with Meteorological & Oceanographical sensors (Wave, Current etc.,) system at Sub- Zone 1.</p> <p>3.5% on submission of post-processed data with more than 85% data availability (monthly) (3.5% X 12= 42%), at the end of every month along with the respective interim monthly data analysis report to NIWE</p> <p>Balance 10% as per the tender conditions.</p>	
8	<p><u>3.9. Others:</u></p> <p><u>Clause No.9 : Standby Buoy:</u></p> <p>Bidder has to maintain the standby Integrated floating Buoy and associated with all the sensors and necessary fuels for Fuel cell battery backup, if require. All the sensors and equipment's are to be compatible with the originally deployed system at site.</p>	35 of 56	<p>For the spare buoy, please advise if you need pre-deployment validation.</p>	<p>Yes, PDV is required</p> <p>a) "In case of any changes made to the FLS during a measurement campaign (e.g. replacement of a LiDAR device), pre-deployment or post-deployment verification is required (Carbon trust guidelines, 2018)</p>

NIT reference no: NIWE/PUR/17/160/23

Description of work: Measurement and providing of meteorological and oceanographic data (RAW and post- processed) by deploying Integrated Floating Buoy with offshore LiDAR, Meteorological and Oceanographic Sensors (Wave, Current etc.,) on LEASE BASIS at Sub-Zone 1 in Gulf of Mannar off, Tamil Nadu Coast.

Pre-Bid Tender Query – M/S.FUGRO (on Lease Basis)

Date : 29.09.2023

Sl No.	Enquiry reference (Clause, Document, Page no)	Description in NIT	Bidder's Observation	NIWE'S REPLY
1.	ITT, II. Special Purchase Conditions (SPC), Clause 4. Payment, Page 24 of 56	"Only after the satisfactory acceptance of the report submitted, NIWE will process the payment according to the schedule"	<p>Bidder kindly request to note that the criteria for the satisfactory acceptance of the report are not clearly specified.</p> <p>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>.</p>	<p>For Satisfactory acceptance of the report, please refer the following clauses of the Tender:</p> <ol style="list-style-type: none">1. IV. Project description and technical Specification, clause 3.4 Data management –pg 31of 562. SCC clause 4.0 Payment: - page 24 of 56 . <p>Please note that the percentage of payment is 6.5% as per clause 4 (2) of II SCC and not 5%</p> <p>Tender condition remains unchanged</p>

2.	ITT, IV Project Description and Technical Specification - Clause 4. Scope of Work, Page 28 of 56	<p>“....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>Bidder kindly request to clarify, is there a weightage factor between the different parameters?</p> <p>In general, in this type of projects, it is agreed one of the following options:</p> <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. 	<p>The weightage factor for data will be as follows: 50% for wind profile data, 25% for wave measurements and 25% current profile. Corrigendum to this effect is being issued.</p>
3.	ITT, IV Project Description and Technical Specification - Clause 3. Scope of Work, Page 29 of 56	<p>“.....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>	<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 on the surface has to be measured.</p>

4.	ITT, Annexure-10, Price Bid / BOQ, Note, Page no 54 of 56	".....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 SI 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.
5.	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 –Pg 28 of 56 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.
6.	ITT III, Project Description and Technical Specification, Clause 3.3 Data storage and transmission (for all options), Page no 30 of 56	"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.
7.	SCC 4, Payment, Page 24 of 56	"1. 12% after ensuring the receipt of real time data from the prescribed offshore measurement site to NIWE server, on successful installation and commissioning of the fully integrated floating Offshore Lidar buoy together with Meteorological & Oceanographical sensors (Wave,	We propose to receive an advance payment of 30% of Contract Price, on acceptance of the Letter of Award as the same attracts major expenditure on Contractor's account. We are asking this in compliance of the Circular No.4CC-1-CTE-2 Dated 10.04.07 of CVC Guidelines. Bidder can provide Bank Guarantee of equivalent amount as collateral for NIWE.	No change in tender conditions

		<p>Current etc.,) system at Sub-Zone 1.</p> <p>Note: <i>Fully integrated floating Offshore Lidar buoy together with Meteorological & Oceanographical sensors</i></p> <p><i>(Wave, Current etc.,) system should comply STAGE 3 as per the carbon trust with successful pre-deployment validation of LiDAR fulfilling "Acceptance Criteria prescribed for "Stage 3" level of maturity as per "Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology, Version 2.0, 2018 and its supplementary guidance notes" and the same shall be certified by independent third party.</i></p> <p>2. 6.5% on submission of post-processed data with more than 85% data availability (monthly) ($6.5\% \times 12 = 78\%$), at the end of every month along with the respective interim monthly data analysis report to NIWE. In the event of post processed data availability less than 85%, the monthly payment criteria is based on the minimum system availability of 95% and minimum of 20% of post processed data for that particular month and the</p>		
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		<p>payment will be made on pro-rata basis. However, no payment will be released, if post-processed data availability is less than 20 %.</p> <p>In order to ensure the system availability, bidder has to provide the RAW data for that particular month. The bidder has to</p> <p>maintain the overall post processed data availability of 90% and above for one-year measurement campaign in accordance with “Carbon Trust Offshore Wind Accelerator Roadmap for the Commercial Acceptance of Floating LiDAR Technology, Version 2.0”</p> <p><i>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</i></p>		
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		<p><i>process the payment according to the schedule.</i></p> <p>3. Balance of 10% payment will be paid after the</p> <p>☑Completion of the measurement campaign</p> <p>☑handing over all RAW & processed data & reports</p> <p>☑Safe dismantling of the Integrated Floating Lidar Buoy and clearance of the site and Providing</p> <p>of De-commissioning report as per the MoEF & CC guidelines/requirement.☑</p> <p>☑Completion of any other contract requirement agreed by the bidder.”</p>		
8.	ITT II, GCC, Clause 15. Documents for qualifying criteria, Page no 10 of 56	<p>“....1. The bidder / lessor should be an organization with proven expertise in the field of measurement of meteorological and oceanographic data.”</p>	<p>Bidder understand that Bidder group company's experience will be considered for qualifying criteria by NIWE.</p> <p>Also, Bidder understands that similar projects completed in other parts of world will be considered for qualifying criteria by NIWE.</p> <p>Kindly confirm.</p>	<p>Yes.</p> <p>Corrigendum to this effect is being issued.</p>
9.	ITT II, GCC, Clause 15. Documents for qualifying	<p>“The bidder should have completed projects related to Floating buoy to mount LiDARs and Oceanographic sensors in the last five years which</p>	<p>Bidder understands that similar projects completed in last 5 years in other parts of world will be considered for qualifying criteria by NIWE.</p>	<p>Yes</p>

	criteria, Page no 10 & 11 of 56	should meet either one of the following.....”	Kindly confirm.	
10	ITT II, GCC, Clause 15. Documents for qualifying criteria, Page no 11 of 56	“Must provide documentary proof for satisfactorily supplying meteorological and oceanographic data (RAW and processed) measured for a continuous period of minimum one year by deploying floating buoy with offshore LiDAR and should have completed project related to Offshore Wind Resource assessment using floating buoy, as on 31/07/2023.”	<p>Bidder understands that Bidder group company track record and experience will be considered by NIWE.</p> <p>Kindly confirm.</p>	<p>Yes.</p> <p>Corrigendum to this effect is being issued.</p>
11	GCC 29 Scope of Supply, Page 14 of 56	<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>	<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>It is a standard clause. Tender condition remains unchanged</p>

		standards whose application is appropriate.	<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>5. The Parties shall mutually agree on the commercials applicable on such Work not expressly covered in the Contract or Tender document.</p>	
12	GCC 30 Performance Security Deposit, Page 14 of 56	The Performance Security Deposit will be returned after completion of entire scope of work as mentioned in SCC in all respects.	<p>Please clarify the timeline for return of Performance Security Deposit.</p> <p>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.</p>	Bidder's request not agreeable. Tender condition remains unchanged
13	GCC 36 Warranty, Page 15 of 56	<p>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.</p> <p>b) The warranty shall remain valid for the period of a minimum</p>	<p>Please confirm and clarify the below mentioned concerns:</p> <p>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</p>	The contents mentioned by the bidder is not in NIWE's Tender documents under GCC clause 36

		<p>period as specified in SCC clause 3 (1).</p> <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>the logistic) of the buoy shall be from the account of Owner.</p> <p>b) State the location for provision of warranty post the operation period. (logistic and personnel cost shall be involved accordingly)</p> <p>c) Supplier warranty shall be limited to the manufacturing defects of the Goods/Equipment's.</p> <p>d) Supplier cannot accept any liability post acceptance of Work/Services by NIWE.</p>	
14	<p>GCC 38 Indemnification, Page 16 of 56</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>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>	<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>

15	GCC 39 Removal of Rejected Goods and Replacement, Page 16 of 56	<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.</p>	We request for a reasonable period of 30 days for repair and replacement.	It is a standard clause. Tender condition remains unchanged.
16	GCC 41 Liquidated Damages, Page 17 of 56	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</p>	It is a standard clause. Tender condition remains unchanged

			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.	
17	GCC 42 Force Majeure, Page 17 of 56	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.	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 Supplier an extension of time.	NIWE will not consider payment of proportionate mobilisation/demobilisation fees. Please refer GCC Clause 42 Force Majeure
18	GCC 48 (3) Termination, Page 19 of 56	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:	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.	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.

		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;		
19	GCC 48 (5) Termination, Page 19 of 56	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.	It is a Standard Clause. Tender condition remains unchanged
20	GCC 59 Limitation of Liability, Page 22 of 56	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.	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.	59.1(a) is being modified as follows: 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. Corrigendum to this effect will be issued.

		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.		
21		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	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.	59.1(b) is being modified as follows: 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 Corrigendum to this effect is being issued.
22		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 37 & 38	Please clarify that the limitation of liability shall not exceed the contract price.	<i>Tender condition remains unchanged</i>
23		Pollution Liability	Please clarify, Supplier's liability shall be limited to pollution and/or contamination emanating from Supplier's equipment's.	CLAUSE REFERRED BY THE BIDDER IS NOT IN NIWE'S TENDER DOCUMENT
24	GCC 53 Accident and Injury to		Supplier's liability shall be restricted to its employees. We	Supplier's liability shall be determined in accordance with Clause 53 and shall be limited to workmen/personnel on its role under the Supplier.

	Workmen, Page 20 of 56		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.	
25		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.