



**NATIONAL
INSTITUTE OF
OCEAN TECHNOLOGY**

NOTICE INVITING TENDER (NIT)

Form No.

NIOT/S&P/NIT

e- Tender Schedule

ननविदासख्या/ Tender No.	NIOT/HVT/1338/2024-25
कोजारी/ Tender Title	Joining and Installation of HDPE pipeline for OTEC powered desalination plant at Kavaratti
ननविदाप्रणाली/ Tender Mode	OTTB (Open Tender -Two Bid)- Domestic Tender
Tender Issue date	14.08.2024
Pre-Bid Meeting Date and Time	04.09.2024 @ 11.00 AM
Tender Closing Date and Time	20.09.2024 @ 11.00 AM
Tender Opening Date and Time	20.09.2024 @ 11.30 AM
ईएमडिमाकरण/ Submission of EMD	INR 70,00,000/- (Seventy Lakhs only) Scanned copy of the proof of EMD to be uploaded in Gem portal. Original EMD Instrument should be sent /submitted through courier/speed post or in person well before the closing date and time (Refer EMD clause no 27 for Details).
निविदा दस्तावेज उपलब्ध स्थान / Tender Documents available place	Tender documents can be downloaded from GeM portal app and MoES NIOT website www.niot.res.in till closing date and time of the Tender.
बोली लगानेका प्रकार और निविदा प्रस्तुत करना / Bidding Type & Tender submission	Two Bid tender comprising of Techno- commercial Bid and Price Bid should be submitted electronically through GeM portal http://gem.gov.in
ई-निविदाके लिए हेल्प मैनुअल/ Help Manual for e-tender	Bidders may be downloading the help documents Helpdesk number :1800-419-3436 e-mail: helpdesk-gem@gov.in For any issues/clarification relating to the tender(s) published kindly contact the respective tender inviting authority
अपनप्रश्नईमेलआईडपरभज/ Send your queries to the email ID	hvt@niot.res.in

राष्ट्रीय महासागर प्रौद्योगिकी संस्थान / **NATIONAL INSTITUTE OF OCEAN TECHNOLOGY**
वेलाचेरी तांबरम मुख्य सड़क / **VELACHERY TAMBARAM MAIN ROAD**
नारायणपुरम, चेन्नई 600 100/ **NARAYANPURAM, CHENNAI 600 100**
एनआईओटी वेबसाइट <http://www.niot.res.in/tenders> / NIOT Website <http://www.niot.res.in/tenders>

INTRODUCTION

National Institute of Ocean Technology (NIOT), an autonomous body under the Ministry of Earth Sciences, (Government of India) is engaged in developing technology for utilizing ocean resources in an eco-friendly manner.

Notice Inviting Tender

National Institute of Ocean Technology invites E-bids for "**Joining and Installation of HDPE pipeline for OTEC powered desalination plant at Kavaratti**" as per the scope of work enclosed in SCC.

- 1. Submission of bids:** Bidding as part of the Consortium is allowed. Bidders are requested to submit their Bid/quotation in two parts containing Technical proposal and un priced BOQ part-1 and price bid (BOQ) as part-2 should be submitted electronically through Gem.gov.in In Gem portal. The responsibility to ensure the timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered. Bidders shall also attach scanned copies of all the requisite documents and other certificates/ documents specified in the tender documents. The bids are to be submitted (electronically) as per the bidding type indicated in the front page of the NIT. . Bidders are advised to submit their quotation in two Parts, Part-1 should contain Techno-Commercial Bid and duly signed blank price bid (without indicating the cost).Part-2 should contain only the price bid indicating the cost and applicable taxes. The Part-1 (technical bid) and Part-2 (Price bid) should be uploaded separately indicating the Tender No, Tender date Tender due date and time. The price/cost should not be revealed along with the technical bid. In case, the price/cost is revealed the bid is considered or invalid summarily rejected. **This NIT / SCC and corrigendum** if any shall form part of the LOI / Contract.
- 2.** Terms and conditions indicated in the NIT shall be superseded by the terms and conditions mentioned in the Special conditions of contract (SCC) as at Annexure-I wherever applicable.
- 3.** Pre Bid Meeting shall be held on **04.09.2024** at **IST 11.00 hrs** through webex

and physical to clarify queries from all potential bidders. Potential bidders are advised to send their queries sufficiently in advance in email to hvt@niot.res.in. Corrigendum issued based on the pre bid meeting clarifications shall form part of the NIT.

INSTRUCTION TO BIDDERS

- 4. Security:** Any information / material /document supplied along with this tender or after placement of LOI should not be disclosed or copied without written permission from NIOT.
- 5. Contacting NIOT:** No correspondence / discussion / visits whatsoever will be entertained on the subject unless specifically called by this office after opening the tender for clarifications in writing. Any violation of this will render the quotation invalid and the firm is liable to be removed from our approved vendor list. However if vendor requires any clarification on the NIT / SCC , the query/ clarifications may be sent through mail ID **hvt@niot.res.in** before 48 hours of the closing date and time of the pre-bid meeting.
- 6. LOI Acceptance:** The successful bidder should accept the LOI within 7 days from the date of receipt of the LOI, failing which it shall be presumed that the successful bidder is not interested, the EMD submitted will be forfeited, in case of MSE registered vendors the action will be initiated as per the bid securing declaration which is submitted in lieu of the EMD/ Bid security.
- 7. Signing of Contract:** On acceptance of the LOI, A contract is to be signed between NIOT and the successful bidder; the contract will prepared on INR 500 non-judicial stamp paper. If the contract is signed by someone other than the Director of the company, Power of Attorney and extract of commercial registrar for the official who will be authorized to sign the contract with NIOT along with the Board resolution copy to be submitted. If the contract is signed by the Director of the firm, a copy of the memorandum of Association (MOA) is to be submitted. Upon receipt of these, a formal contract in line with what has been agreed in the NIT,

corrigenda, LOI, the Contract will be signed between NIOT and the contractor within fifteen days from the date of acceptance of LOI. The draft contract will be uploaded along with the minutes of the pre-bid meeting as a corrigendum. All potential bidders may note that no change shall be accepted after the price bid is opened.

- 8. Change of Name afterwards:** Request / intimations with regard to change of name of the contracting company or constitution of the contracting company or after the tender opening or award of contract shall not be allowed as a matter of right. The bidders/contractors are required to submit all relevant documents with regard to change of name or/and change of constitution and the circumstances leading to such change beforehand. It shall be the discretion of NIOT to proceed with the contract after such changes, and in case NIOT decides to proceed with the contract, it may require the bidder / contractor to execute further agreements with regard to execution / implementation of the contract.
- 9. One Bid per Bidder:** A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid by the same firm / company will result in rejection of all the bids.
- 10. Additional Requirements for Consortiums:** NIOT expects a fully compliant tender by appropriately deciding the working arrangements for the successful execution of the scope of the tender. If any bidder would like to bid as a consortium, they are allowed to bid; the bidder has to submit the original consortium agreement along with the EMD with detailed roles and responsibilities of each consortium partner and mention the lead partner of the consortium. The consortium should be formed only within the Domestic bidders, and a foreign consortium is not allowed. The model consortium agreement as per Annexure-II is to be submitted detailing the role and responsibilities of each consortium member. The consortium shall not be permitted to be altered at any stage, and hence, the bidder shall ensure enforceability at any stage until the entire contractual obligation

is fulfilled in terms of the tender requirements.

Bidders of a firm or a company or consortium shall, as part of their bid, submit a written power of attorney authorizing the signatory of the bid on behalf of the consortium.

Bids submitted by a consortium shall comply with the following requirements:

- a. The successful bidder should sign the contract by the lead partner as indicated in the consortium agreement, so as to be legally binding on all partners as per model consortium agreement;
- b. One of the consortium member/partners shall be authorized and exercise the power through power attorney in submitting the tender and signing all the tender related documents and to be submitted along with the consortium agreement detailing the roles and responsibility of the each member/ partners.
- c. The Lead Member is responsible for successful execution of contract and no division of contract can be entertained if consortium emerges as the successful bidder. No excuse shall be entertained to relieve the consortium and the lead bidder to relieve from the contractual responsibilities if awarded the contract.
- d. All the partners of the consortium / joint venture shall be liable jointly and severally for the execution of the contract in accordance with the NIT / contract terms
- e. ALL the Consortium members / partners are sole responsible against this tender / contract and shall not plead that they are not liable with reference to the contract terms for any of the reason that either there is a lead partner taking responsibility for execution of the project or that no action has been initiated against such lead partner; and,
- f. All the bidders should submit the original consortium agreement on non-judicial stamp paper as per format available in NIOT web site under Part I and the power of attorney on non-judicial stamp paper in original duly authenticated by Notary

public. However, all the bidders shall upload the copy of the consortium agreement along with the role and responsibilities of all consortium members and all supporting documents and bid forms as per tender. Any lack of clarity or incomplete consortium agreement shall result the tender being invalid and compliant tender. Consortium agreement shall be firm and binding until successful execution of entire scope of this tender and not subject to any change during the entire tender processing and till completion of the scope of work as per the NIT. Hence all the bidders are advised to keep in mind and firm up the consortium arrangement to ensure successful realization of the objective of this tender.

11. Prequalification Criteria:

11(a) Technical: -

The bidding firm or consortium should have executed **at least one** project in the last 3 years ending on or before 31-03-2024 mentioned in the criteria below separately or as part of consortium:

- i) Installation of HDPE pipeline (minimum length 500 m, and outer diameter 500 mm and above) in coastal /offshore waters

And

- ii) Marine construction activities in shallow ocean depths such as piling, trenching, excavation, water intake structures etc.

And

- iii) Execution of any offshore project, preferably in deep waters, involving crane barge/tugsAnd

- iv) The barge/ tug provided in point no. (iii) shall be owned by the bidding firm or consortium partners.

The Documentary proofs satisfying the above criteria and report on satisfactory completion of the works issued by the User Agency should be submitted along with the technical bid.

11(b) Financial Criteria

- a) The average annual financial turnover of 'The bidder' or the consortium (the total financial strength of the consortium partner will be added together to arrive at the average) during the last three years, ending 31-3-2024 should be at least INR 10.5 Crores for the purpose of assessing the financial strength. The documents should duly be authenticated by a Chartered Accountant/Cost Accountant in India.
- b) The net worth of the Bidder or the consortium should not be negative on "The relevant Date and also should not have eroded by more than 30% (thirty percent) in last three years, ending 31-03-2024 duly authenticated by a Chartered Accountant/Cost Accountant in India.

12. Documents to be submitted with the bid:

Part 1: Techno-commercial bid

The following documents should be uploaded duly signed/filled in:

- a) Bid Securing Declaration Form (Bid form 1)
- b) Technical compliance sheet (Bid form 2)
- c) Commercial terms compliance sheet (Bid form 3)
- d) Pre-Qualification / Eligibility Criteria Proforma (Bid form 4)
- e) Abstract of eligible projects of bidder (Bid form 5)
- f) Proforma for submission of details of the firm (Bid form 6)
- g) Pre-contract Integrity pact (Bid form 7)
- h) Non-Disclosure Agreement (Bid form 8)
- i) Acknowledgement form for undertaking site visit (Bid form 9)

- j) Format for declaration by the Bidder for Code of Integrity & conflict of interest (Bid form 10)
- k) Documentary evidence of financial capability (complete annual audited reports for the preceding three financial years) as mentioned in Clause: 12(b) of GCC
- l) Copy of the duly signed **unpriced** price bid format(BOQ) (**blank price bid without indicating the price**) as given in clause 5.7 of NIT.
- m) GST registration is mandatory and the registration certificate to be uploaded along with other documents in GeM portal.
- n) Project schedule (Gantt Chart /PERT Chart) from mobilization to completion of entire scope of work.
- o) Consortium agreement for bidders bidding as a consortium (Bid form 11)
- p) The methodology of deployment, marine spread details and list of manpower (divers, seamen, skilled assistants, etc.)

Part 2: the Price bid (BOQ)

Price Bid (BOQ) as per price bid format to be uploaded in the GeM portal only.

BIDDING CONDITIONS

13. Due date Extension: Any corrigendum for NIT will be notified in GeM portal and NIOT website. Hence bidders are requested to watch both the website for such corrigendum, if any.

14. In case of the unscheduled holiday in Chennai being declared on the prescribed closing/opening day of the tender, the next working day will be treated as the scheduled prescribed day of closing/ opening of the tender.

15. Unsolicited correspondences: NIOT will not entertain any unsolicited correspondence or queries on the status of offer against this tender.

16. Non-Receipt of Tender: NIOT will not be responsible for the non-receipt of the tender due to any network problem/ connectivity issue. Hence bidders should upload their bids well before the closing hours.

- 17. Submission of tender:** Submission of tender by a tenderer implies that he has read the Notice Inviting Tender and has made himself aware of the scope and specifications of the work to be done; conditions and rates at which stores, tools and plant etc. will be issued to him by NIOT; local conditions and other factors bearing on the execution of the works.
- 18. Bid Validity:** Bids shall remain valid and open for acceptance for a minimum period of **120 days** from the date of opening of Un-priced Techno-commercial Bids when fully compliant tender is submitted by the bidder without any requirement for NIOT to seek additional documents towards evaluation of pre-qualification and/ or in ensuring conformance to the specification / requirements of the tender. In the event of any delay in evaluation attributable to the vendor, vendor shall extend the tender by such a time taken by them in addition to above minimum tender validity period. A Bid valid for shorter validity period will be considered as a conditional tender and treated as invalid tender.
- 19. Bid validity extension:** In exceptional circumstances, prior to expiry of the original Bid validity period, NIOT may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be required nor permitted to modify his bid.
- 20. Conditional Offer:** Conditional offers shall not be accepted and shall be treated as invalid tender.
- 21. Signing of bids:** Each page of the NIT document, corrigendum, drawing and unpriced bid shall be digitally signed and uploaded by the bidder in Gem Portal only.
- 22.** The broad configuration/ specification of the proposed purchase/work is given. Bidders are required to keep their proposal strictly as per the specifications prescribed in the SCC documents and corrigenda.
- 23. Acceptance of bids:** NIOT may accept or reject any/all tenders, including the

lowest tender, without assigning any reasons whatsoever. NIOT also reserves its right to accept any tender in part or parts only with such conditions as it may prescribe. NIOT is not bound to accept the lowest tender. NIOT expects full technical compliance and expects full scope of integrated supply as per tender specification and do not accept partial tenders.

- 24.** The compliance sheet with reference to the specifications should be furnished against each parameter while submitting the quotation, which is absolutely necessary. THE TENDERER SHALL SUBMIT TECHNICAL & COMMERCIAL COMPLIANCE SHEETS and BOQ (Price bid) separately ALONG WITH THEIR OFFER. TENDERS WITHOUT COMPLIANCE SHEETS WILL NOT BE EVALUATED. The Price bid should be unconditional.
- 25. Canvassing:** Exerting pressure and/or offering inducement in any form by the bidder or by any other person on behalf of the bidder shall disqualify the bid and lead to its rejection.
- 26.** Commercial compliance as per the NIT should be uploaded along with the technical bid /offer.
- 27. EMD / Bid security:** The EMD for **Rs.70,00,000/-** (Indian Rupees Seventy Lakhs only) is mandatory. The instrument of the EMD (Original) should be dropped in the tender box or sent by courier/person to reach well before the closing date and time of the e-tender. Without original EMD Tender is invalid and hence liable for rejection as invalid/ irresponsible tender. The instrument of EMD shall be scanned and uploaded along with Part I of the Bid.

The EMD/bid security may be accepted in the following form.

- 1) Insurance Surety Bonds
- 2) Account Payee Demand Draft (drawn in favour of "NIOT other Receipt Account" Chennai in INR
- 3) Fixed Deposit Receipt from any Commercial Bank.

- 4) Bankers' cheque or Bank Guarantee from any of the commercial Bank (Bank Guarantee as per prescribed format available on the NIOT website at the link <http://www.niot.res.in/index.php/vendor/login>)
- 5) Online payment in an acceptable form.

If the EMD (Scanned copy of the instrument EMD) is not submitted along with the Techno commercial (Part-I) the bid will be summarily rejected. The original EMD should be submitted (or) reach NIOT before the closing date and time of the tender.

28. MSME Clause: "Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)" are exempt from submission of EMD (Bid security). Bidders claiming exemption of EMD under this rule (170 of GFR) are, however, required to submit a signed bid securing declaration (format to be enclosed) along with the relevant and valid exemption certificate issued by the appropriate authorities. Accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of one year from being eligible to submit Bids for tenders with NIOT and all the departments under MoES." The bid declaration format to be attached.

TERMS AND CONDITIONS GOVERNING THE CONTRACT

29. Currency of bids:

Prices should be quoted in Indian Rupees (INR) only being a domestic tender only domestic bidders are allowed to bid.

30. Guaranteed time Completion of Completion period – specific performance of a contract; The Deployment of cold water HDPE pipeline for OTEC powered desalination plant at Kavaratti as per technical specification to be completed and to be handed to NIOT within **4 Months** from the date of signing of the contract.

Bidder should submit timeline for each activities of the project and ensure that project is completed in 4 months.

31. Extension of delivery period: Unless the extended delivery period is agreed by NIOT in writing, the contractor cannot claim the extension of time as a matter of right. NIOT shall have the right to either cancel the contract/extend the completion period / levy penalty as appropriate.

32. Price:

The price shall include but not limited to

- a) Costs of documentation/ services covered in this contract.
- b) Taxes and duties

The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the service under the contract strictly as per price bid format of tender.

33. Taxes

GST: Goods & Services Tax (GST) will be paid as per the applicable HSN code as applicable.

Deductibles:

a) Deduction of Indian Income Tax Deduction at Source for the Indian bidders: TDS will be deducted as applicable for the service portion at prevailing rates. A valid Permanent Account Number (PAN) is mandatory.

b) GST-TDS:

GST-TDS is deductible on the supply of goods or Services in respect of Intra – State supplies at the rate of 2% (CGST @1% and SGST @ 1%) and also in case of Inter-State supplies @ the rate of 2% from the payment made or credited to the supplier of taxable Service.

34. Performance Security: The successful bidders should deposit 10% of the contract value as Performance Security within 2 weeks from the date of issue of the

Letter of Intent. The performance security shall be in one of the following forms:

- 1) Insurance Surety Bonds,
- 2) Account Payee Demand Draft (drawn in favour of " The Director N.I.O.T", Chennai in INR or equivalent foreign currency)
- 3) Fixed Deposit Receipt from any Commercial Bank.
- 4) Bank Guarantee from any of the Commercial Bank
- 5) Online payment in an acceptable form

This format can be downloaded from the link <https://www.niot.res.in/index.php/vendor/login>. Performance security shall be forfeited in the event of breach of contract by the contractor in terms of the contract. If Performance Security is not paid within the specified time, NIOT reserves its right to cancel the LOI and forfeit the EMD submitted.

35. Insurance: The material and equipment to be used under this tender shall be fully insured against all risk loss or damage that may be caused during the course of transportation and while supply, construction/Installation/deployment and acceptance within contract price. Contractor shall cover appropriate all risk insurance policy to cover entire risk and until successful handing over of plant in terms of the contract. All risk policy covering entire project activities shall be submitted well before commencement of any work under this contract. However, the all-risk insurance will be reimbursed at actual but not exceeding the quoted value in SI. No. 11 of price bid format on submission of the all risk insurance policy with the premium paid.

36. Service contract Insurance: The successful bidder shall take out and keep in force adequate insurance to cover all risks. (a) In respect of their personnel deputed to work under the contract. (b) In respect of their own as well as hired equipment (to the extent of their insurance interest) tools, materials, and operational facilities used during the entire period of their engagement in connection with the Contract to the insurable value of equipment, manpower and

other things. NIOT shall have no liability whatsoever in this regard. Such insurance policies of the contractor shall embody the following clauses.

"The Insurers hereby waive their rights of subrogation against National Institute of Ocean Technology, or any of their employees or their subsidiaries, affiliates or assigns.

37. Risk Purchase/Completion of work: The successful bidder shall submit a monthly progress report capturing the schedule as planned/committed in the scope of the tender and actual progress achieved and bring to the notice of authorities the reason for non-achievement of progress, if any, to review and take remedial measure on time, every time to ensure timely completion of the project. In spite of giving opportunities for consecutive two occasions (within one month) and if the contractor fails to complete the progress as committed to achieve completion of contractual obligation within the agreed time of 4 months for completion of entire project activities (or) at any time repudiates the contract before expiry of such period, NIOT shall cancel the contract and complete the remaining works by any party at the sole risk and cost of the defaulting contractor. Until the entire contractual obligation as per contract, The successful bidder unconditionally agrees that they are not entitled to claim any compensation for incomplete works as well and that they agree to encashment/forfeiture of EMD and all the Bank Guarantees submitted under this tender and to NIOT for any other contract. NIOT shall also be entitled to initiate any remedial action as permissible under law to complete the leftover work contribution at the sole risk and cost of the successful bidder. The successful bidder shall be solely responsible to make good of such losses to NIOT.

38. Force Majeure: For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor or due acts of GOD and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of NIOT either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Contractor shall promptly notify NIOT in writing of such conditions and the cause thereof. Unless otherwise directed

by NIOT in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

39. Mediation/Arbitrations/Disputes:

- A. In the event of any dispute at any time during the currency of the contract, both parties shall try to resolve it through mutual discussion to resolve such disputes. In case the same is not resolved, parties will submit for mediation to IEM under the Integrity Pact and as per extant instructions of Govt. Of India for resolution. No party shall rush to any court of law without completion of mediation and arbitration as contemplated.
- B. In the event of any dispute, difference, interpretation or application relating to this agreement arises, the same shall be settled amicably by the parties. In case the dispute or differences could not be settled amicably, the same shall be referred for adjudication through Arbitration by an Arbitrator to be appointed by the Director, NIOT, on mutual consent. The Indian Arbitration shall be concluded in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. Venue of such arbitration shall be at Chennai in India. The language of arbitration proceedings shall be English. The Arbitrator shall make reasoned award (the "award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the contract. However, expenses incurred by each party in connection with the preparation, presentation etc., shall be borne by each party.

40. Termination: (a) The contract shall become effective from the date of signing of the contract. The contract shall get automatically terminated after successful completion of all contractual obligations and warranty / Defect liability period as per the terms of the contract.

- (b) (i) Termination of the contract due to breach of the contract by the contractor

- (ii) Termination of the contract due to default
- (iii) Termination of the contract due to insolvency
- (iv) Termination of the contract for Convenience.

If the termination of the contract happens due to the above factors (i),(ii)&(iv), initially, the written notice will be issued to settle the issue on mutually agreed terms with mutual consent. Else, the matter will be referred to the Mediators (IEMs) for their advise/settlement. / Settlement. If the settlement is not fruitful the parties can proceed for arbitration. During this process the contract will be live and continue to be live till the termination notice is issued. If the contract is terminated due to any of the factors above, except (iii) depending on the merit of the case, the contractor shall be suitably compensated on mutually agreed terms. Terminating the contract shall be arrived at with the consent of IEMs.

41. INDEMNITIES: The Contractor hereby agrees to indemnify and hold harmless NIOT and its Director, officers and employees from and against any and all suits, losses, liabilities, damages, claims, settlements, costs and expenses, including reasonable attorneys "fees, based on arising, directly or indirectly, from:

- i.** Breach of this Agreement by the Contractor
- ii.** Not performing the Scope of Work or any other obligation under this Agreement or Tender in accordance with the provisions and schedules of this Agreement or the Tender
- iii.** Violation or contravention of any Legislation on the part of the Contractor
- iv.** any negligence or wilful misconduct of Contractor, which violates any provision of this Agreement
- v.** Infringement of any intellectual property belonging to any third party by the Contractor
- vi.** Any breach of an agreement or understanding between Contractor and any and all Third Parties due to which a liability arises on NIOT.
- vii.** any claim that any representations or warranties contained herein are not true or

any breach thereof

viii. any loss or damage caused by the Contractor to NIOT, its personnel or property

ix. any loss or damage caused by the Contractor to any and all Third Parties for which a claim against NIOT has arisen

x. breach, expiry, cancellation, revocation or invalidity of any and all licenses, permits, authorizations and registrations which the Contractor is required to obtain, keep valid and comply with under any Legislation in order to perform its obligations here under

xi. any obligation of the Contractor performed by NIOT under this Agreement or under any Legislation.

42. Penalty: If the successful bidder fails to carry out or not completed the work as per the clause number 30, a penalty @1% on each week of delay maximum up to 10% of contract value will be levied as a penalty.

43. Intellectual Property Rights and Confidentiality

- a) The Contractor shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of NIOT or the Scientist in charge. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall be referred to NIOT whose determination and decision shall be final and binding on both the parties.
- b) Since this Project is fully funded by NIOT, all IPR rights shall rest with NIOT.
- c) Every employee and consultant of the contractor assigned to carry out any work related to the deliverables in the scope of contractor or for taking part in the project shall be subject to a non-disclosure agreement in a format approved in advance by NIOT.
- d) At the time of awarding the contract the successful bidder (contractor) shall execute a detailed confidentiality agreement with NIOT in order to protect the information provided to him for the successful completion of the project.

44. Pre-contract Integrity Pact: NIOT has to adopt an Integrity Pact (IP) to ensure transparency, equity and competitiveness in major public procurement activities. The integrity pact envisages an agreement between the prospective bidders/vendors with NIOT committing the persons/officials of both parties with the aim not to exercise any corrupt influence on any aspect of the contract. The bidders/consortium partners(if any) shall agree to enter into such an integrity pact with NIOT as performs available on the website www.niot.res.in (Attached as Bid Form). The successful bidder / all the consortium partners should sign the Pre-Contract integrity pact along with the contract document in original. All the bidders have to sign and upload the pre-contract integrity pact format along with the technical bid.

45. Non-Disclosure Agreement: Non-Disclosure Agreement (NDA) shall be signed with the successful bidder/ consortium partners, if any, and NIOT. The Non-Disclosure Agreement (NDA) along with the NIT to be submitted by all the bidders / Consortium partners in original on a stamp paper. The Original NDA should be submitted along with the Original Consortium agreement in a separate sealed cover. A scanned Copy of the same should be uploaded in Part 1.

Any confidential information such as design, fabrication & assembly drawings, know-how of the process and components specifications provided as part of the tender document shall not be used directly or indirectly in any form and anywhere by the bidder or their employees or their consortium partners except for the purposes of providing the service for which the information is provided in first place or with prior written consent of NIOT. The bidder shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidential agreement with the members of his consortium, subcontractors and other members of his team to the satisfaction of NIOT. NIOT reserves the right to adopt legal proceedings, civil or criminal, against the bidder in relation to a dispute arising out of breach of obligation by the bidder under this clause.

46. Defect Liability Period (DLP): The Contract warrants that all goods supplied and works carried out under this Contract shall have no defect arising from materials or workmanship or from any act or omission of the Contractor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination. This DLP shall remain valid for 24 months after the installation of the cold-water pipeline. The DLP certificate should be furnished in the prescribed format in your letterhead. NIOT shall promptly notify the Contractor in writing of any claims arising under DLP. Upon receipt of such notice, the Contractor shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to NIOT other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from ex-works or ex-factory or ex-showroom to the final destination.

If the Contractor, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, NIOT may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which NIOT may have against the Contractor under the Contract. Also, such failure shall lead to the suspension of the vendor from participation as deemed fit by NIOT.

47. Fundamental Principle of Public Buying:

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder"(including the term 'tenderer', 'consultant' or 'service provider 'in certain contexts) means any person or firm or company, including any member of a consortium or joint venture(that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

iii. "Bidder from a country which shares a land border with India "for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian(or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any or the above.

iv. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting a lone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - a) "Controlling ownership interest" means owner ship of or entitlement to more than twenty-five percent. of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their share holding or management rights or share holders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such

association or body of individuals;

4. Where no natural person is identified under(1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

48. Eligible Bidders

This Invitation for Bids is open to all suppliers in this Domestic Tender.

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

The bidders who have been temporarily suspended or removed from the list of registered suppliers by the purchaser or banned from Ministry/country wide procurement shall be ineligible for participation in the bidding process.

Bidders who fulfil the Eligibility Criteria mentioned in SCC of NIT will be considered for the Technical Evaluation of bids.

49. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser" will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Code of Integrity for Public Procurement

The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts.

a) Corrupt practice

The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.

b) Fraudulent practice

a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.

c) Collusive practice

means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.

d) Coercive practice

means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

e) Anti-competitive practice

any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the

transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels 7

f) Conflict of interest

participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement, or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain

g) Obstructive practice

materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information

49.1 The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

49.2 The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement and submit it in the form along with bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable

for other punitive actions such as cancellation of contracts, banning and blacklisting or action by Competition Commission of India, and so on.

49.3 Obligations for Proactive disclosures

- a. The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- b. The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity.
- c. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

49.4 Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

a. If his bids are under consideration in any procurement:

- i. Forfeiture or encashment of bid security;

- ii. Calling off of any pre-contract negotiations; and
- iii. Rejection and exclusion of the bidder from the procurement process.

b. If a contract has already been awarded

- i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the Purchaser;
- ii. Forfeiture or encashment of any other security or bond relating to the procurement;
- iii. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

c. Provisions in addition to above:

- i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
- ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

50. Amendment to Bidding Documents

In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids in the e-tender portal.

51. Confidentiality

51.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be

disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract. However, decisions taken during the process of tender evaluation shall be hosted on the e-Tenders portal.

- 51.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

52. Post qualification

- 52.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in the SCC.

- 52.2 The determination will take into account the Eligibility & Qualification criteria listed in the SCC of Tender document and it will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

- 52.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

53. Bidder's right to question rejection

A Bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his tender has been rejected wrongly. Only a directly affected bidder can represent in this regard as under:

- 53.1 Only a bidder who has participated in the concerned procurement process, i.e. pre-qualification, bidder registration or bidding, as the case may be, can make such representation.
- 53.2 In case the pre-qualification bid has been evaluated before the bidding of Technical bids, an application for review in relation to the technical bid may be filed only by a bidder who has qualified in the prequalification bid.

- 53.3 In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- 53.4 In case a Bidder feels aggrieved by the decision of the purchaser, he may then send his representation in writing to the Purchaser's address as indicated in special conditions of contract (SCC) within 05 working days from the date of communication of the purchaser intimating the rejection for reconsideration of the decision by the purchaser.
- 53.5 Following decisions of the purchaser in accordance with the provision of internal guidelines shall not be subject to review:
- a) Determination of the need for procurement;
 - b) Selection of the mode of procurement or bidding system;
 - c) Choice of selection procedure;
 - d) Provisions limiting participation of bidders in the procurement process;
 - e) The decision to enter into negotiations with the L1 bidder;
 - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
 - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
 - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

54. Joint Venture, Consortium or Association

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

55. Amalgamation/Acquisition etc.:

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfilment of contractual obligations, i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. You may confirm this condition while submitting the bid.

ANNEXURE – I

(Special Conditions of Contract)

TENDER SPECIFICATION FOR JOINING AND INSTALLATION OF HIGH-DENSITY POLYETHYLENE PIPES FOR OCEAN THERMAL ENERGY CONVERSION (OTEC) POWERED DESALINATION PLANT AT KAVARATTI ISLAND IN U.T. LAKSHADWEEP



**National Institute of Ocean Technology
Velachery- Tambaram Main Road, Pallikarnai,
Chennai-600100, India**

1. Project:

National Institute of Ocean Technology (NIOT) is the technical arm of Ministry of Earth Sciences (MoES) and is involved in developing technology for utilizing ocean resources in an eco-friendly manner. As a part of its research activities, NIOT has established LTTD based desalination plant at Kavaratti in May 2005, Agatti and Minicoy in 2011. The plants have been generating water continuously and have been extremely helpful to the people of Kavaratti. Now NIOT proposes to establish an **OTEC powered Desalination plant at Kavaratti Island in UT Lakshadweep, India**. This project has been identified as a priority program by the NITI Aayog and is of national importance. It is the first ever plant in India that will generate power and fresh water by utilizing naturally occurring ocean temperature gradient.

2. Plant location:

The plant is proposed to be set up at Kavaratti Island in U.T. Lakshadweep. Kavaratti is the capital of the Union Territory of Lakshadweep in India. The Island of Kavaratti lies 360 km off the coast of the State of Kerala at 10.57°N 72.64°E. It has a lagoon area of 8.96 sq. km. Kochi is the closest major city on the Indian mainland at a distance of 404 km (218 NMI). The nearest ports are Kochi, Mangalore and Beypore. The nearest domestic airport is on Agatti Island, followed by helicopter or boat transfers from Agatti to Kavaratti. Commercial flights usually operate from Kochi to Agatti. The closest international airport is the Cochin International Airport in Kochi on the mainland.

Weather conditions at Kavaratti:

- a) The maximum temperature in the month of April/May reaches around 35°C with a relative humidity of 70-75%.
- b) During the months of October-April the winds are light and moderate. The wind is predominantly westerly.
- c) The Island experiences south-west monsoon weather in May and September that is accompanied by high winds and waves. The swells and sea wave heights during monsoon season can go up to 5.5m.

- d) During the monsoon period for 3 months, transportation to and from the Island would be very difficult. The bidder should take note of this weather window where virtually no transportation is possible.
- e) The total duration of the work to be executed will be governed severely by the weather window.

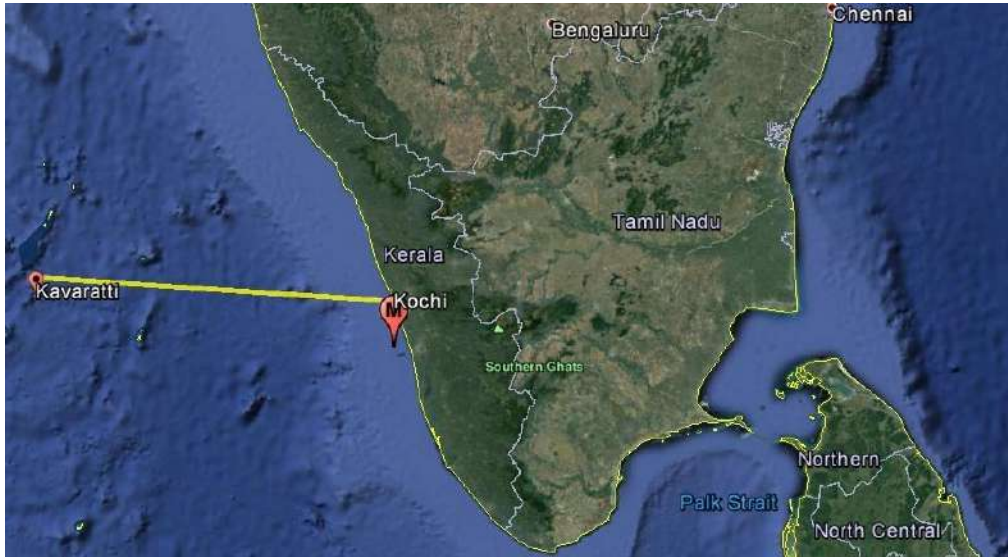


Fig.1: Location of Kavaratti Island (The above distances are indicative only)

The site to establish the plant as identified is shown in Fig.2.



Station	Latitude	Longitude
A	10.5721 N	72.6484 E
B	10.5727 N	72.6482 E
C	10.5723 N	72.6485 E
D	10.5721 N	72.6487 E

Fig.2: Identified location for OTEC – desalination plant at Kavaratti

The plant location is shown in Fig. 2. The Plant will be located onshore, and the seawater intake and discharge pipeline will be connected to the sump onshore. The bathymetry near the site is shown in Fig. 4.

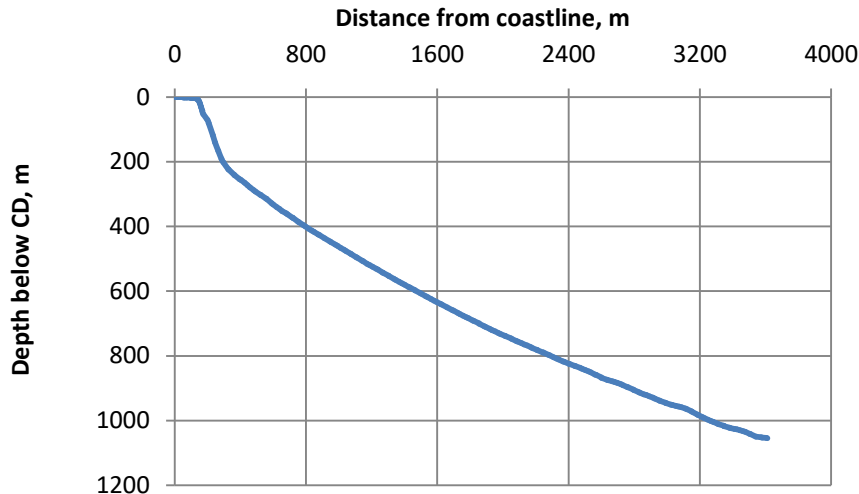


Fig. 3 Bathymetry at site

3. HDPE pipeline and attachments

High Density Polyethylene (HDPE) pipes will be used for the following:

- 1) Deep-sea cold water intake pipeline
- 2) Warm water intake pipeline
- 3) Discharge pipeline

Cold water pipeline

The HDPE pipeline of 900mm OD (SDR 17) is required to convey the deep-sea cold water from 1000 m for OTEC powered desalination project at Kavaratti. The horizontal distance from the shoreline to 1000m depth in the proposed pipeline route is around 3600m. The total length of the pipeline is approximately 3800m. The pipeline with one end connected to a bottom clump weight in deep sea at more than 1000m water depth and the top end to the onshore water intake sump is shown in figure below. The final configuration of the pipeline will be provided to the successful bidder during placement of order. The deployment of this pipeline is the scope of this tender.

The pipeline can be divided into the following sections:

- A. Trench section: This section of the pipeline to be installed in a trench from onshore sump towards offshore upto -6 CD such that the top level of the pipe is always at - 0.6m below CD. The length of this section is expected to be around ~80m.
- B. On-bottom section: This section of cold water intake pipe to be made to rest on the seabed at regular intervals using appropriate weights/anchor blocks up to a length of

77 m from depths of -1 m to -6m below CD.

- C. Buoyant section: This section of the cold water pipe is buoyant, floats under the sea surface at appropriate depths and the bottom end is attached to end clump weight of 65MT via chains at around 1010 -1013m water depth.

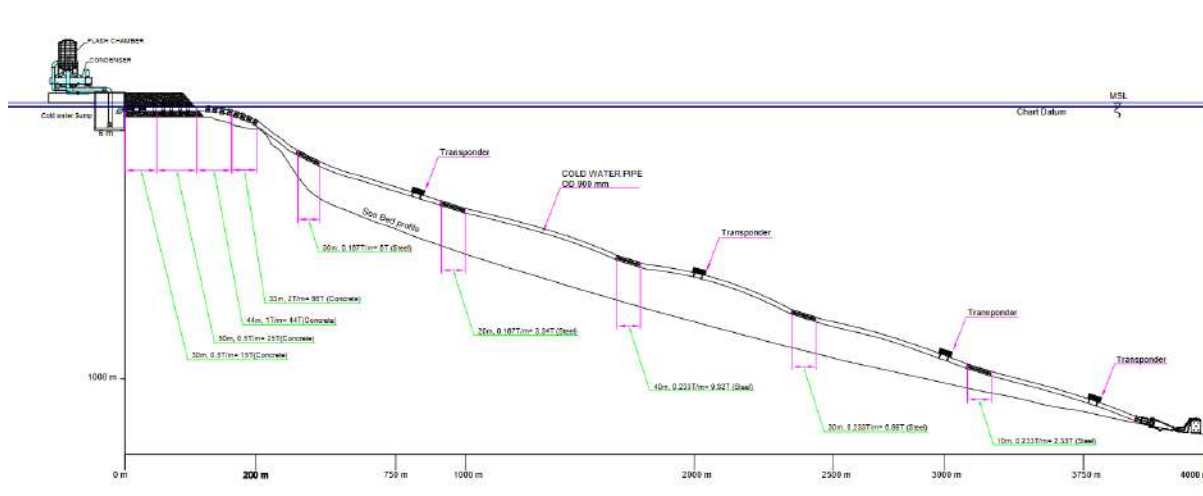


Fig. 4 Cold water pipeline configuration (indicative only)

Weight attachments

Fig. 4 shows the cold water pipe configuration. The pipeline will consist of weights at specific positions to cater to the environment loads. Attachments include-

1. End clump weight– Steel clump weighing 65 tons (In air)
2. Chains and shackles
 - a. 1.5-inch stud link chains- One set (2 nos.) of chains is required to hold the pipeline, each connected at 700 m from the top end of the pipeline.
 - b. 2.5-inch stud link chains – A total of 6 nos. are required to connect the holdfast on the HDPE pipeline end to the clump weight.
 - c. Bow Shackles and Kenter shackles for chain connections will be provided
3. Steel clamps- There are sets of 'C' type clamps attached at mid segments of the pipeline to weigh down appropriately.
4. Holdfast - One set each at the top, and the bottom end of the pipeline is required for connection to onshore sump and end clump weight respectively. Hold fast assembly forms the critical part of the load transfer mechanism for the HDPE piping. The assembly shall be done in the following method: The appropriate torquing to achieve the design conditions shall be provided by NIOT. The inner sleeve to be inserted into the HDPE pipe. The clamps that form the hold fast and radial pin assembly to be assembled with a neoprene sheet placed between the HDPE pipe and the clamps. The clamps to be gradually tightened by applying the specified torque with appropriate wrenches. The material to be allowed to settle for a period of 24 hours, and then the specified torque is to be applied again to

tighten the clamps. The process to be repeated for a period of at least 7 days.

5. Concrete blocks - The concrete blocks are to be added on the pipeline laid in the trench and resting on the seabed (From ~1m to ~ 6m water depth). The total weight of the blocks to be placed on the pipeline is 80MT – 100MT. The bidder shall provide the details of the blocks such as sizes, weights and no. of blocks in the technical bid.

Following are the list of items required (nos. are tentative) to be fabricated and transported to site by the contractor:

Table 1: List of items in contractor’s scope of work

Sl. No.	Item	No. of units	Total Weight (in air)
1.	End clump	1	65 MT
2.	Anchor blocks	2	150 MT
3.	Concrete blocks	To be proposed by bidder	80MT – 100MT
4.	Buoyancy modules	To be proposed by the bidder	
5.	Ropes	Appropriate combination/ wire rope/polyester rope for connecting 75 ton winch wire rope to onshore anchor block. Details to be provided by bidder.	

Some weight attachments will be provided by NIOT to the contractor at the site.

Table 2: List of items to be provided by NIOT at site

Sl. No.	Item	No. of units	Total Weight (in air, approx.)
1.	Steel clamps and fasteners		
	a) 167 kg/m clamp	50	9.66 T
	b) 233 kg/m clamp	80	21.42 T
2.	c) 310 kg clamps	9	2.8 T
3.	Holdfast and fasteners		
	a) Front end	3	3 T
4.	b) Tail end	3	3 T
5.	Chains		
	a) 1.5 inch	2 (720m each)	45 T
6.	b) 2.5 inch	1 (30m)	3 T
7.	Shackles		
	a) Bow shackles (55 T	40	1.8T

	WLL)		
	b) Bow shackles (25 T WLL)	20	0.5 T
	c) Kenter shackles (25 T WLL)	20	1 T

Warm water intake and Discharge HDPE pipelines

The HDPE pipeline of 900mm OD (SDR 26) is required to convey the surface sea water from -1 CD to warm water onshore sump located near the plant. This pipeline will be laid completely in trench which would be about 80 m in length. Top end of this pipeline will be connected to onshore warm water sump. The top level of the pipelines shall be always at -0.6m w.r.t CD.

The HDPE pipeline of 900mm OD (SDR 26) is required for the mixed discharge of sea water from the plant to -6m CD water depth. Top end of this pipeline will be connected to onshore discharge sump and laid in trench (80 m length) and remaining as on-bottom section (approx. 80 m length) to reach -6m CD level. Appropriate concrete blocks would be required to keep the pipeline in its position. Final configuration of these pipelines would be provided to the successful bidder during placement of the order.

4. Current Scenario at Project site

A 500 m length High Density Polyethylene (HDPE) welded pipeline and 21 nos. of doubled pipes (24 m length each) are available at beach near the Kavaratti lagoon. The 500 m length HDPE pipe is hydrotested and ready to use for further welding. The contractor has to review and accept the existing 500m welded string and doubled pipes for cold water pipeline. HDPE pipes (12 m length) are available at site which needs to be welded to form the complete cold water pipeline of approx 3800 m length. Warm water and discharge pipeline need to be welded to grow upto 100 m and 150 m respectively.

5. Activities involved in the project

The details of the work required for the pipeline deployment is given below.

A. Welding

- a. The welding activities needs to be carried out on the lagoon side beach area, south of police station of the Kavaratti Island (based on the approval from local authorities). The approximate stretch of beach available onshore for welding is less than 1km from the chicken neck area to south of police station. However, as the required length on shore for welding the entire length of the long cold water HDPE is not sufficient, it has to be welded partly on the shore and then grown into the lagoon water or completely welded in lagoon waters itself. An onshore welding station may be setup by the contractor for continuous welding the string of deep sea cold water intake pipe. The welded pipe string

may be pushed into the lagoon waters as the welding progresses. The appropriate welding methodology should be provided in technical bid.

- b. The bidder has to assess the preparatory works required to be undertaken on the beach and inside lagoon waters for laying/floating the long pipe during welding of the entire stretch. The pipe segments should be on roller support during welding. Suitable ground/bed preparation shall be carried out like sandbags etc. to avoid any damage by abrasion. The welded pipe for cold water intake should be anchored/secured with suitable arrangements to protect it from waves/tide/wind during welding.
- c. The pipes should be joined together by butt fusion welding to form required lengths as given in Table.1 using low pressure fusion procedures as per ISO 21307 (Latest revision).

Sl.No	Description	Pressure rating	Length (in m) (approx.)
1.	Cold-water pipe with HDPE stub at both ends	PN10 (SDR 17)	3800
2.	Warm water pipe with HDPE stub at both ends	PN6(SDR 26)	100
3.	Discharge pipe with HDPE stub at both ends	PN6(SDR 26)	150

- d. It is mandatory to mobilize two HDPE welding machines in working condition to the project site. The welding activity can commence only when two welding machines in working condition are available at project site.
- e. The welding machine should have the provision for DG set and shall be capable of executing welding operation in uneven terrains. Atleast one machine should be track/trailer if the welding of pipes is done on shore. Both the welding machines should have hydraulically operated-jaws and clamps, hydraulically operated roller supports, hydraulically operated heating plate and hydraulically operated facers, all fitted on the machine. The required accessories/ spares for both the machines should be arranged by the contractor.
- f. The heating tool contact surface temperature should be maintained within ± 7 °C of the required temperature (to be specified by NIOT) as per ISO 12176 around the entire surface. In addition to that the heating tool temperature during the fusion procedures should be within the range specified in ISO 21307.
- g. The operator should have a minimum of 6 months experience in operating and maintaining the fusion equipment/welding machine which will be utilized for the project. The certificate of the operator and the experience details should be submitted along

with the techno commercial bid documents. The minimum prerequisites of the operator, as mentioned above, will be considered during the evaluation for the successful bidder.

- h. Calibrated data loggers should be provided along with welding machine at site. Relevant standard practice mentioned in ASTM- F3124 to be followed. Each weld should have a printed record of the welding parameters. The results of the calibration should be submitted to NIOT for acceptance.
- i. The welding parameters should be agreed upon by NIOT. Data logger print outs of welding parameters should be given for each weld.
- j. The bidder should also submit the welding methodology including welding sequence, placement of welded pipe and methodology for anchoring/ securing completely welded pipe as part of the technical bid.
- k. The appropriate enclosures such as tents to shield the welding operations from wind, humidity, temperature and rain etc. shall be provided by the contractor at the project site for each welding machine.
- l. The contractor would be responsible for the following during welding operations:
 - 1. Mobilization and demobilization of two HDPE welding machines as per clause 5 A (e).
 - 2. 4 operators (2 operators per machine) certified for large diameter pipe welding and other required welding accessories such as pipe roller supports, tents for each machine, equipment for guided bend test etc to project site.
 - 3. Welding of individual pipe sections together to form desired lengths as per Table 1.
 - 4. Diesel required for operation of the two welding machines at project site.
 - 5. Testing of butt fusion joint of welded pipes as per relevant codes and standards for qualification of pipes.
 - 6. Mobilization and demobilization of machineries such as excavator, rollers, launch pads, etc. to support pushing and aligning HDPE pipeline as it grows into the lagoon.
 - 7. Mobilizing suitable anchoring system for securing the pipeline in the lagoon and marine infrastructure for pulling and navigating the pipe in the lagoon.
 - 8. Undertaking preparatory works such as support pillars or trimming of coral outcrops/ rocks for laying the long pipe during welding of the entire stretch onshore and in lagoon water.
 - 9. Preparation of proper ramp for loading out of welded pipe string from machine onshore to lagoon water.
 - 10. Pulling the welded pipe string into the lagoon waters, anchoring and securing the pipeline with the dead weights in lagoon in timely manner as the welding progresses as per plan approved by NIOT.
 - 11. Maintenance of the welded pipe string in lagoon waters.

A.1 Testing of Butt Fusion Joint

- a. One test weld with each welding machine should be made prior to the welding of the pipes. Specimens across such welds, as per ISO 13953, should be given to NIOT for testing. Approval from NIOT should be sought for commencement of welding. In addition to above, specimens across welds should be given to NIOT for testing as and when requested.
- b. Hydrotest for the whole cold water pipeline to be carried out for 10bar pressure. The supporting machinery such as pumps to fill the water inside the pipe, high pressure pumps, blind flanges of sufficient thickness with high tensile strength fasteners, calibrated pressure gauges at both ends of the pipe and infrastructure for this test is contractor's responsibility.

Note: The cost of rewelding the pipe in case of failure shall be borne by contractor, with no additional cost to NIOT.

A.2 Inspection

- a. The welding machines will be inspected/ validated by NIOT both at contractor's premises in mainland before transportation and at project site in Kavaratti before commencement of welding. The heating tool of the welding machines should be appropriately calibrated. Welding should commence only after approval from NIOT.
- b. All the welds shall be carried out as per prescribed codes in section A. NIOT's representatives will inspect the butt fused welded joints during welding. NIOT reserves its right to accept or reject any weld if not found satisfactory even on the basis of physical appearance of the weld though welding parameters may be correct. Each welds to be accepted by NIOT before continuing the welding.
- c. The welded samples shall be provided for NIOT's internal purposes as and when asked by NIOT randomly. The contractor must provide all the test reports and other necessary documents for scrutiny and approval, whenever asked, by NIOT.

B. Trenching

The cold water HDPE pipeline will be connected to the onshore sump and laid on trench portion (approx. 80 m) in shallow depths. The trenching will commence from the edge of the onshore sump towards the sea. Three such trenches will be made to house the cold water, warm water, and discharge HDPE pipes. The top levels of warm, cold and discharge pipelines shall always be at -0.6m w.r.t CD. The invert level trench shall be decided by the bidder based on the sizing of the concrete blocks such that the top of the pipe is always -0.6m below CD. The HDPE pipes will be laid in the trench and will be held in position with appropriate concrete clump weights. Suitable types of machinery, such as excavators, etc., would need to be utilized for this purpose.

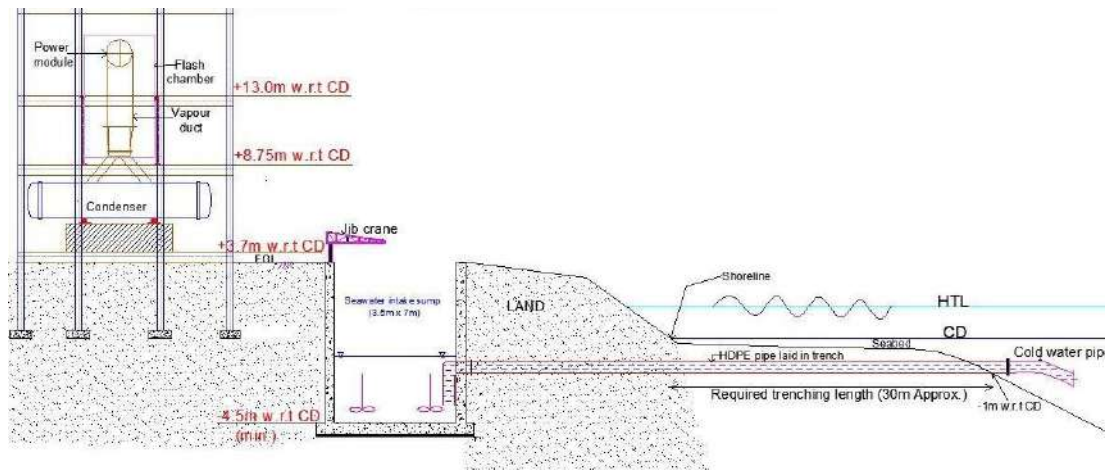


Fig. 6 Layout of plant and trench section of the pipeline

C. Pipeline Deployment

Assembly at Port / Shallow Waters

1. The various components to be attached on the pipeline shall be fabricated as per the specifications provided by NIOT. Steel clamps, holdfast, chains, anchor blocks and shackles will be provided at site by NIOT. Steel end clumps, concrete blocks and buoyancy modules have to be supplied by the contractor.
2. Assembly of weights and chains onto the pipeline shall be done by the contractor in the lagoon preferably.
3. Necessary crane/lifting equipment, marine crafts (for fixing the weights in lagoon) shall be mobilized by the contractor.

Formation of tow line and clearances

Contractor shall be responsible to deploy adequate capacity of cranes and winches mounted on the installation vessel and shall produce the certificate of fitness from approving authorities for the vessel, buoyancy modules, connectors, and contingency items/spares etc., and all handling tools and tackles. Contractor shall be responsible for all consumables, sea-fastening materials, fuel, lube oil etc for the entire deployment operation. The following minimum vessels are envisaged for the tow and deployment of pipeline system. However the final requirements are to be decided by the contractor based on the installation methodology approved by NIOT.

1. Self Propelled vessel with A-frame / Offshore crane, winch, etc. to handle the materials, including 65 ton clump weight
2. Tugs (with winch, A-frame handling facility) and barges for supporting and connections
3. Fishing Trawlers to accompany and keep watch during tow and deployment
4. Pontoons, and buoyancy tanks required at various attachments to keep it afloat - as required

All the marine/land equipment required for assembly/tow /deployment shall be arranged and mobilized by the contractor. All statutory clearances shall be obtained before towing by the contractor. NIOT may only assist with permissions from the local administration. All costs associated with clearances, mobilization and demobilization, etc. shall be borne by the contractor.

Deployment at site

The cold water pipeline has to be deployed with ends at desired depths and location. The following steps are involved in the pipeline deployment-

Step 1: Preparation and load out of pipe with attachments.

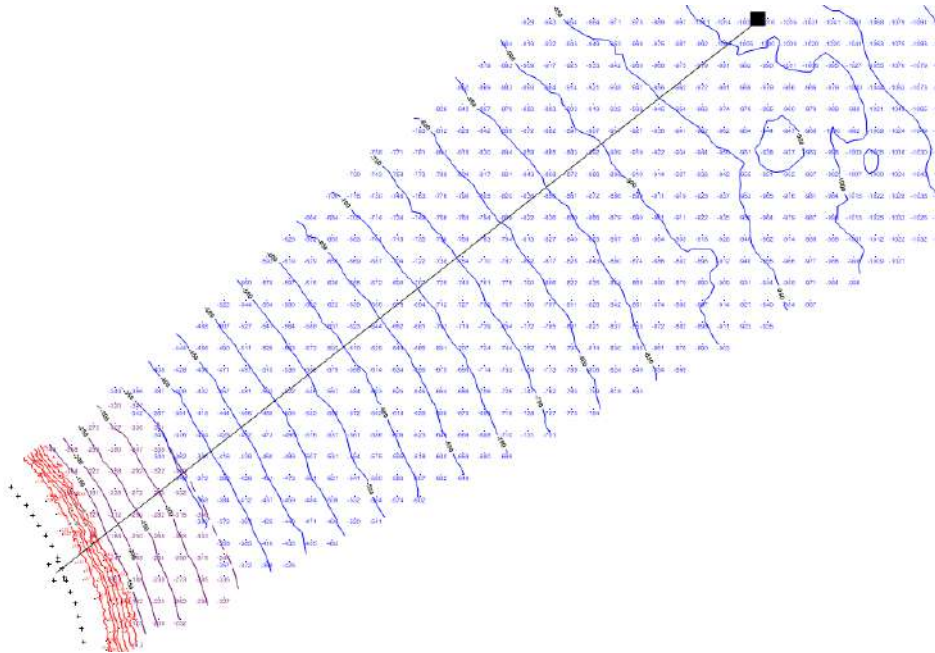
- Preparation of proper ramp, floating systems, handling systems for the safe load out operation of the HDPE pipe from land to shallow water.
 - a. Attachments such as holdfast at the ends, steel clamps and concrete blocks as per drawing at given locations as per drawing have to be attached to the pipeline in the lagoon area.
 - b. Pontoons to avoid sagging at locations where the attachments are connected to the pipeline have to be properly sized and attached at appropriate locations.
 - c. Proper ramps have to be erected at the intersection of beach and lagoon for smooth passage of pipeline during load out.
- Load out of the HDPE pipe from land to shallow water, with all the pipe attachments. After assembly of all the attachments, the pipeline ends have to be pulled into the sea carefully. Steep bending of the pipeline has to be avoided. Appropriate load out plan has to be submitted before commencement of the work.

Step 2: Towing of entire system up to designated site.

Towing of the pipeline with attachments to the site identified by NIOT.

Step 3: Lowering of bottom clump weight at desired depth

Controlled lowering of clump weight in 1010-1013m water at the location (Fig. 5) identified by NIOT should be carried using the winch on the vessel. Acoustic release and transponders have to be connected at appropriate location as per drawing during the lowering operation. Buoyancy modules have to be removed sequentially at opportune time during the operation. The winch rope of more than 1050 m has to be released only when the top pipeline connection is secured and upon reaching the desired depth indicated by sensors installed on the pipeline after concurrence from NIOT. The winch rope after releasing would then need to be connected to the onshore anchor block using appropriate combination/ polyester rope.



Sl.No.	Station name	Northing	Easting
1.	A	1171935	245557
2.	B	1171990	245557
3.	C	1171990	245614
4.	D	1171935	245614

Fig. 5 End Clump weight deployment location

The end clump weight has to be lowered to a depth around 1010-1013 m at location as shown in Fig. 5. The co-ordinates of the deployment location are provided in Universal Transverse Mercator (UTM) and units are in meters. The deployment location falls in Zone 43N.

Step 4: Connections in shallow water and final connection to onshore sump

The trenched portion (depth of -2m CD) meanwhile will have to be ready and possibly fitted with lower half of concrete blocks to receive the pipeline. The top end of the pipeline has to be slowly lowered in the trenched portion. Buoyancy modules/pontoons have to be removed appropriately at these locations in order to make pipeline rest on the seabed in shallow waters. The spacing of concrete blocks is such that at no point HDPE pipeline will directly be in contact with sea bed. After the end clump is made to sit on sea bed at the desired depth, the final top connection of pipeline can be made to the onshore sump.

The contractor has to finalize the deployment methodology with NIOT before commencement of the deployment activities.

Note: NIOT will monitor the position of the bottom end of pipeline and clump can be released only on approval of NIOT. Depth of lowering is the essence of the installation. Depth will continue to be monitored till the pipeline front end is connected to the onshore sump and all attachments are in place. Contractor can demobilize only once NIOT approve that the bottom end is in required depth and rest of the pipeline appears stable. Airlocks and kinks in pipe will not be permitted.

Deployment of warm water intake and discharge pipeline

These pipelines are short in lengths and have to be deployed in shallow waters. Warm water intake pipeline is about 100m and to be completely laid in trench with concrete blocks of total weight of approx. 5 tons. Discharge pipeline is about 150 m length and weighed down with requisite concrete blocks. These blocks would weigh about 15 tons. NIOT will provide the end clump weight of 10 tons during deployment of discharge pipeline as per finalized configuration. The finalized weights for warm water intake and discharge pipeline configuration would be provided to successful bidder during placement of the order.

6. Scope of work

6.1 Welding of HDPE pipelines

Welding for cold water pipeline would be carried out on the shore and the pipeline would need to be pushed in the lagoon to grow into full length of pipeline. Further, the contractor should supply make arrangements for suitable anchoring system and marine infrastructure to enable complete welding full length of HDPE cold water pipeline, and machineries such as excavator, rollers, launch pads, etc. to support pushing and aligning HDPE pipeline as it grows into the lagoon. The contractor shall carry out welding as per clause 5A.

6.2 Trenching (3 nos.)

Three trenches shall be made to house the cold water, warm water, and discharge HDPE pipes. The HDPE pipes will be laid in the trench and will be held in position with appropriate concrete clump weights. The contractor shall carry out welding as per clause 5B.

6.3 Deployment of pipeline

Deployment of the HDPE pipelines shall be done as per clause 5C.

6.4 Supply of attachments to site and marine spread:

The contractor has to procure and supply the weight attachments as per Table 1 of clause 3 to the site. Mobilization of the marine spread has to be in accordance with clause 8.

7. Sensors

Acoustic release and 4 nos. acoustic transponders will be provided by NIOT for attachment on the pipeline as per drawing approved by NIOT. These sensors should be handled with utmost care during deployment without causing any damage during marine operations.

8. Responsibilities of the Contractor for marine operations

- a. Contractor shall be responsible to prepare and submit detailed operational procedures for load out, assembly, towing, deployment, and attachment operation for NIOT's or their nominee's approval prior to the starting of deployment of works.
- b. The contractor shall provide manpower, materials and infrastructure required during the welding to push and anchor the pipeline as it grows in the lagoon.
- c. The contractor shall design, fabricate / procure and supply at site all materials and components forming part of the pipeline system.
- d. Contractor shall be responsible for the preparation of site for the load out of pipe from land to lagoon waters without any damages to the pipe. Contractor shall also be responsible for the load out and assembly of components of pipe into shallow waters and towing the pipe.
- e. Contractor shall be responsible to arrange all land logistics, marine spread, and its logistics at his own cost. Contractor shall comply with all port formalities during the load out, assembly operation and to obtain statutory clearances, at his own cost. Contractor shall prepare and submit tow line formation, towing plan for approval by NIOT/ port authorities and to organize tow lines, port tug, pilot, for towing out from lagoon or harbour at his own cost. The contractor should discuss contingency plans to tackle problems that might be encountered during the operation.
- f. Contractor shall be responsible to tow the entire system safely to the identified site lower the pipe to the specified depth (1010m to 1013m) and make necessary connections.
- g. Contractor shall be responsible to insure their facilities, men and materials and submit a copy of the insurance policy to NIOT.
- h. Contractor shall be responsible to assess the weather condition and safety aspect prior to starting the towing operations of the system in concurrence with NIOT.

- i. Contractor shall be responsible to deploy adequate capacity of cranes and winches mounted on the construction barge and shall produce the certificate of fitness from approving authorities for the construction barge, the equipment mounted and all handling tools and tackles. Contractor shall also be responsible for all consumables, sea-fastening materials, fuel, lube oil etc for the entire deployment operation.
- j. Fitness certificate for the deep sea winch shall be provided to NIOT for approval.
- k. Notwithstanding anything contained elsewhere in the contract, the contractor shall make his own arrangements for all the facilities/resources required to carry out the works successfully, including but not limited to crane and material handling, living accommodation, food, power supply etc.
- l. Clearances from Govt. of India: Contractor shall obtain any required clearances from Government of India as per existing Government rules. Also, if contractor proposes a foreign flag tug/vessel, he shall submit details in advance and obtain naval clearance and other statutory clearances well in time. NIOT will issue recommendation letters for all statutory clearances required to be obtained by contractor.
- m. Schedule for deployment to be provided by contractor, which will be mutually, agreed upon.
- n. All individual components forming part of pipe system shall be supplied by Contractor. The complete responsibility on the components including proper handling of the components during load out, assembly, tow and deployment as per approved procedure shall be of the contractor. In the event of failure due to defective material/workmanship in the components the same shall be replaced/made available. The deployment shall proceed / restart at no extra cost. The decision of NIOT for such replacement is final.

9. Minimum marine spread

The contractor should be able to mobilize the following minimum marine spread at site before deployment-

- 1 no. Self-propelled vessel with A-frame / Offshore crane to handle the onboard materials. The vessel should also have facility of winch for controlled lowering of 65ton clump weight in 1010-1013 m. Fitness certificate for the deep sea winch of capacity 75 tons on the vessel should be provided by the contractor.
- 1 no. Tug (with winch, A-frame handling facility) for supporting and connections

- Shallow draft vessels for assisting in welding operation as pipeline grows in lagoon
- 1 no. Barge for connections in shallow waters, trenching, etc.
- 1 no. Fishing trawlers to accompany and keep watch during tow and deployment

10.Site Visit and plan for deployment

Site visit is mandatory and the visit made by the bidder should be formally documented and a certificate by NIOT/Local authorities for having undertaken the site visit should be enclosed as part of Prequalification. Site visit is made mandatory to make the bidders aware of the space available, other logistic, site constraints and rough coral rock terrain. The bidders should come up with their own methodology to execute the work and shall submit the same part of the technical bid. The details of marine spread envisaged should also be submitted along with the technical bid. The document should contain the procedures in detail. All the bidders are requested to have the site visit before the scheduled pre-bid meeting, in order to understand the nature of work and availability of the space and other recourses availability.

11.Damage to pipeline during contract period

The safety and integrity of the pipeline during the contract period is the responsibility of the contractor. During any stage of contract (assembly, loadout, towing, lowering, connection, etc.) if any damage is found on the pipeline, it is the contractor's responsibility to bring back the pipeline to lagoon/ shore area and re-weld using thermal fusion in the segments required at his own cost to the satisfaction of NIOT. After the pipeline is readied post repair, the contractor should be in position to deploy the pipeline again as planned.

12.NIOT's assistance

NIOT may provide following assistance on the request from the contractor:

- a. Port clearances required by issuing necessary recommendation letters.
- b. Power from U.T administration can be organized and the applicable charges shall be borne by the contractor.
- c. NIOT will facilitate identifying a storage room/ container for storing the tools and tackles during the period of operation but safety is contractor's responsibility. NIOT will also assist in identifying location to place the final length of welded pipes.

- d. NIOT will facilitate getting suitable accommodation in the vicinity of site for the working personnel of the contractor and the expenses are to be paid by the contractor.
- e. NIOT will post its representatives at worksite/barges/vessels as and when necessary.
- f. NIOT will assist for arranging the permits for the personnel working at site during course of execution.

13. Instruction to Bidders

- a) It is mandatory for the bidder to visit the site to get an idea of the geographical conditions, availability of infrastructure, marine spread, logistics support due to remoteness of the Island before submitting the bid to NIOT. On submission of e-tender, it shall be deemed that the contractor has visited the site and assessed all infrastructural requirement required to carry out the entire scope of work given in tender and considered all direct and indirect cost while submitting a realistic bid. NIOT does not take responsibility for the inability of vendor's representative(s) in not reaching Kavaratti before submitting the bid due to any reasons including unfavorable weather or non-availability of transport. NIOT does not take responsibility for vendor not obtaining permits owing to reasons not under its direct control which covers delays from vendor's side in approaching NIOT for visiting Kavaratti, denial of entry permit to any individual from U.T. Administration.
- b) The site visit made by the bidder should be formally documented and a certificate by NIOT/Local authorities for having undertaken the site visit by the bidder should be enclosed and which will be a part of prequalification.
- c) The contractor should get the personnel, equipment and material supplied under this contract and all vessels insured for all risks. The proof shall be submitted to NIOT. Any accidents occurred in the due process of work shall be insured in all risk insurance policy and within the contract price. Any claim arising under this contract shall be settled by the contractor without waiting for settlement of insurance claim and shall proceed with the work for timely completion as envisaged under this contract.

14. Deliverables

- a. The delivery of entire scope of work as per specifications provided in the tender within 4 months from the date of signing of contract. The detailed project schedule shall be submitted by the vendor as part of technical bid.
- b. Time is the essence of the contract. The total duration for completion of the contractual obligations is 4 months from the date of signing of contract. The contract to be entered between the successful bidder and NIOT, based on NIT terms and conditions, SCC and Pre-Bid Meeting minutes. Since the OTEC desalination project needs to be completed on priority basis and this tender being one of the important requirements to ensure timely completion of the project, NIOT is expecting the successful bidder to execute entire contractual obligations under this tender without any time/cost overrun. Hence NIOT reserves its right to get any incomplete contractual obligations even after providing opportunities to complete the left over/incomplete contractual obligations by the successful bidder arising due to contractors inability to complete the contractual obligation in time or in NIOT's assessment, the contractor cannot complete the job on time to ensure over all completion of the OTEC desalination plant, NIOT at its assessment and discretion shall terminate the contract at the sole risk and cost of the defaulting contractor. In such an event, the contractor shall not be eligible for any consideration payable until the left over contractual obligations are completed by NIOT either on its own or through any other capable contractor.
- c. NIOT is under no obligation to justify the cost payable to such an identified contractor(s) and such consideration payable to such identified contractor(s) shall be paid out of the consideration payable to the contractor under this contract. Any such short fall shall be made good by encashing Bank Guarantee provided under this contract. NIOT also reserves its right to take legal remedy to recover entire cost incurred to ensure timely completion of the scope of work of this tender for OTEC desalination project and in public interest.

15. Price Bid Format

Sl. No	Item Description	Unit	Qty	Unit rate (INR)	Total Amount (INR)
1.	Fabrication, supply, and transportation of end clump (steel) of weight (In air) and delivery at project site <i>(Inclusive of GST)</i>	tonne	65		
2.	Fabrication, supply, and transportation of all concrete blocks as per the drawings delivery at project site <i>(Inclusive of GST)</i>	m3	75		
3.	Trenching up to -2m C.D (including onshore and offshore) 80m x 3no. <i>(Inclusive of GST)</i>	m	240		
4.	Welding of HDPE pipeline (including supply of machine, manpower, material, mobilization and demobilization of machineries such as excavator, rollers, launch pads, anchoring system for securing the pipeline in the lagoon etc. to support pushing and aligning HDPE pipeline as it grows into the lagoon for welding) <i>(Inclusive of GST)</i>	Lumpsum	1		
5.	Mobilization and Demobilization of all required marine spread for all marine operations <i>(Inclusive of GST)</i>	Lumpsum	1		
6.	Assembly of attachments and load out of the pipeline <i>(Inclusive of GST)</i>	Lumpsum	1		
7.	Installation of the coldwater pipeline (towing, lowering and topend connection to onshore sump) <i>(Inclusive of GST)</i>	Lumpsum	1		
8.	Manpower (divers, seamen, skilled assistants, etc.) <i>(Inclusive of GST)</i>	Lumpsum	1		
9.	Installation of warm water intake and discharge pipeline <i>(Inclusive of GST)</i>	Lumpsum	1		
10.	All risk Insurance during welding and deployment of cold water pipeline <i>(Inclusive of GST)</i>				
11.	Total cost with GST	Lumpsum	1		

NOTE:

1. The above prices are inclusive of GST.
2. The price bid should contain the pricing information according to the above format.
3. The price schedule forms the part of the price bid to be submitted by the bidders.
4. SI. No. 9 of price bid may or may not be exercised based on NIOT requirements and will be notified to the successful bidder during placement of order.
5. The HSN code to be indicted in the technical bid.

16. Payment schedule

SI.No	Milestone/ Deliverables	Payment Payable on completion of each stage
1.	On supply of items such as end clump and concrete blocks (SI no. 1 and 2 of price bid format) at project site	5% of the total contract value (From 1-9) shall be paid or the quoted value in the BOQ (1&2) whichever is less
2.	On completion of trenching (SI. No. 3 of price bid format)	5% of the total contract value (From 1-9) shall be paid or the quoted value in the BOQ (3) whichever is less
3.	On acceptance of complete welding of HDPE pipeline by NIOT before installation (SI. No. 4 of price bid format)	10% of the total contract value (From 1-9) shall be paid. or the quoted value in the BOQ (4) whichever is less
4.	On mobilization of marine spread and completion of successful installation (assembly of weight attachments & buoyancy module, load out, towing,	30% of total contract value(1-9) will be paid after completion of the milestone or the quoted value in the BOQ (5-9) whichever is less

	lowering of clump weight and top end connection to onshore sump) of all the pipelines at desired site and acceptance by NIOT (as per SI No.5-9 of price bid format)	
5.	30 days after successful deployment	40 % of total contract value (1-9) will be paid after completion of the milestone. Plus, applicable GST and all due payments if any. The performance security amount will be released along with this stage payment.

Note: 10 % of the contract value 1(1-9) will retained against DLP of 24 months. 5% will be paid after completion of the period of 12 months and remaining 5 % will be paid after completion of the DLP period of 24 months along with completion certificate.

The all-risk insurance will be reimbursed at actual but not exceeding the quoted value on submission of the all risk insurance policy with the premium paid.

BID FORM -01
Bid Securing Declaration Form

Date:

E-Tender No:

E-Tender Title:

To,

NATIONAL INSTITUTE OF OCEAN TECHNOLOGY

VELACHERY TAMBARAM MAIN ROAD,

NARAYANAPURAM, CHENNAI 600 100

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am/ We are in a breach of any obligation under the bid conditions, because I/We

- a) Have withdrawn/modified /amended impairs or derogates from the tender, my / our Bid during the period of bid validity specified in the form of Bid: or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the

successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the

successful Bidder:

Signed : (Insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Security Declaration)

Name: (insert complete name of person signing the Bid Security

Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Sole bidder/ Joint

Venture /Leader of Consortium)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all

partners to the Joint Venture that submits the bid)

(Note: In case of a Consortium, the Bid Security Declaration to be signed by consortium lead

partners that submit the bid)

BID FORM-02

Technical compliance sheet

Please tick **Yes or NO** in the appropriate box in the table given below for which details have been made available in the bid document

Sl. No	Particulars	Yes	No
1.	Submission of all relevant documentary proofs satisfying PQ criteria as per NIT		
2.	Time for successful completion is within 4 months from the date of placement of purchase order		
3.	Submission of deployment methodology as part of bid		
4.	Submission of marine spread details envisaged as part of bid		
5.	Acceptance for mobilization of marine spread during deployment		

Bid Form -03

Commercial Terms Compliance sheet

Sl. No	Particulars	Yes	No	Page Ref
1.	Whether every page of the tender document is digitally signed and uploaded in the cpp portal along with the other documents.			
2.	Whether proof of EMD for INR 7000000.00 is uploaded in the portal and original is dropped in the tender box?			
3.	Whether Taxes and duties are shown separately in the quote. (Registration numbers for claiming the same to be strictly indicated and the copy of the certificates enclosed)			
4.	Whether accepted to submit the LOI acceptance within 7 days from the date of receipt of LOI?			
5.	Whether submission of 10% of the value as Performance Security is acceptable?			
6.	Whether Quote is valid for 120 days from the date of tender opening or time specified in the tender document whichever is later?			
7.	Whether payment terms of the tender are accepted unconditionally			
8.	Whether item-wise price is quoted in Indian rupees as per price bid and quoted price is realistic?			
9.	Bidder is responsible for all performance benchmarks and the quote should contain an undertaking certifying the same.			
10.	Whether copy of duly signed (all pages) tender document with all corrigenda are uploaded along with blank price bid (price should not be revealed and ensure and confirm that it is not uploaded part of techno commercial bid.			
11.	Whether Integrity Pact duly filled in and signed as per the Format given and submitted			

Bid Form -04

Pre-Qualification / Eligibility Criteria Proforma

SI. No.	Bidder Response				Documentary Proof Attached? (Yes / No.)
	Description	Description of Executed work Orders	Aspects of work covered	Value as per work order	
1.	Installation of HDPE pipeline (minimum length 500 m, and outer diameter 500 mm and above) in coastal /offshore waters				
2.	Marine construction activities in shallow ocean depths such as piling, trenching, excavation, water intake structures etc.				
3.	Execution of any offshore project, preferably in deep waters, involving crane barge/tugs				
4.	The barge/ tug provided in point no. (3) shall be owned by the bidding firm or consortium partners.				

Note: The Bidder should provide the necessary details under the 'bidder response' place. Only Projects/work completed before the Tender issue date should be mentioned. Sufficient documentary evidence (work order & completion certificate) of the work satisfying the condition should be attached. If the copy of work order, completion certificate are not attached for any project/work then that project shall not considered for the Pre-Qualification of bidder.

BID FORM-05

Abstract of Eligible Projects of Bidder

Sl. No	Name of Project*	Name of Bidder (Email, phone & address.)	Capital cost of project (In Rs.cr.)	Name of firm for which the bidder worked	Date of commencement of the Project	Date of Completion of the Project	Duration of the Project
1							
2							

Note: If required the Bidder may attach separate sheets to provide brief particulars of other relevant experience of bidder. Only Projects/work completed before the Tender issue date should be mentioned. Sufficient documentary evidence (work order & completion certificate) of the work satisfying the condition shall be attached.

BID FORM- 06

Proforma for submission of details of the firm

Techno-commercial capabilities of the contractor shall be submitted as per the format below and to be enclosed in Part-A of the offer. Documentary proof shall be attached wherever necessary. NIOT reserves the right to reject any bid for not containing support documentation.

Sl. No	Description of Requirement	Bidder Response	
1	Name & address of the firm		
2	Telephone number		
	fax number		
	e-mail ID		
3	Contact person for further clarifications with	Name	
		Telephone No.	
		fax number	
		e-mail ID	
4	Status of the company with date of establishment (enclose the proof)		
5	List of works carried out for past 10 years comprising following category of works: (Provide work order copy and work completion certificate)		
6	Provide key photographs of the works		
7	Provide the list of works currently being done by you for inspection by NIOT to assess the quality		

8	Time schedule of projects already carried out with their actual date of completion listed (work completion certificate issued by the authorized signatory)	
9	Have you ever abandoned / left incomplete any work awarded to you? Pls. Provide details and reasons thereof	
10	Have you had any legal / arbitration proceedings instituted in connection with the works?	
11	Furnish the certificate, from responsible clients, which should mention about the quality as well as past performance of your organization.	
12	The bidder shall furnish work orders/agreement copy	
13	Any other information, highlighting your strengths, which you feel is relevant to the requirement indicated in the advertisement for pre-qualification.	
14	Registration Details (mandatory) PAN GST	Details & Pls. attach proofs
15	Copy of IT Clearance Enclosed	Yes/No
16	Local office Address in Chennai with Contact person details if any	Yes/No

Bid Form – 07

Pre-Contract Integrity Pact

General

This pre-contract Agreement (herein after called the Integrity Pact) is made on ----- day of the month of 2024, between on one hand, the President of India acting through Shri- , Director -----Designation of the Officer, Ministry/Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s-----represented by Shri----, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to bid for Tender FOR DEPLOYMENT OF COLD WATER HDPE PIPELINE FOR OTEC POWERED DESALINATION PLANT AT KAVARATTI and the BIDDER/Seller is willing to offer/has offered the service and WHEREAS the BIDDER is a private company/public company/ Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered in to with a view to: -

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to here by agree to enter in to this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS
 - 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contractor post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1. The BIDDER will not offer directly or through intermediaries, any bribe, gift, consideration, reward favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the BUYER, or otherwise in procuring the Contractor for bearing to do or having done any act in relation to the obtaining or execution of the contractor any other contract with the Government for showing or for bearing to show favour or disfavor to any person in relation to the contractor any other contract with the Government.
- 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principles or associates.
- 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary in connection with this bid/contract.
- 3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6. The BIDDER, either while presenting the bid or during pre contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or

personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
- 3.14. The bidders shall not commit any offence under the Indian Penal Code and the Prevention of Corruption Act.

4. Previous Transgression

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in RFP) as Earnest Money/ Security Deposit, with the BUYER

through any of the following instruments:

- i) Bank Draft or a Pay Order in favour of-----
- ii) A confirmed guarantee by an Indian Nationalized bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur what so ever and without seeking any reasons what so ever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing an action for violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit (in pre – contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER with interest there on at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the afore said sum and interest.
- v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middle man or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact as soon as the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (here in after referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission

Shri. Ajay Kumar Lal, IRAS (Retd.)

e-mail: ajay_k_lal@yahoo.com , Mobile: 95607 12003

Address: DDA, HIG, Block 3 A/101 A, Motia Khan (Near Jhandewalan Temple), D.B.Gupta Road, New Delhi – 110 015.

Shri. Pavan Kumar Jain, IDSE (Retd.)

e-mail:mespkj@gmail.com, Mobile: 93134 98388

Address: A-402, Shree Ganesh Apartments, Plot No. 12B, Sector-7 Dwarka, New Delhi – 110 075.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the

documents relating to the project/procurement, including minutes of meetings.

- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to Access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

- 12.1 The validity of this Integrity pact shall be from date of its signing and extend

up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this pact turn out to be invalid; the remainder of this act shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties here by sign this Integrity Pact at-----on-----

DIRECTOR

BIDDER

NATIONAL INSTITUTE OF OCEAN TECHNOLOGY

CHIEF EXECUTIVE OFFICER

MINISTRY OF EARTH SCIENCES

Witness

Witness

1. -----

1. -----

BID FORM-08

NDA

NON-DISCLOSURE AGREEMENT

Title of the Contract : _____

Principal Employer : National Institute of Ocean Technology, NIOT Campus, Velachery-Tambaram Main Road, Narayanapuram, Pallikaranai, Chennai – 600 100 under the command of the Ministry of Earth Sciences, Government of India hereafter NIOT

Contractor : _____

Employee : _____

THIS AGREEMENT is executed at _____ on this the ____ day of _____ 20 ____,

BY AND BETWEEN

_____ (herein after referred to as the "Contractor") which expression shall, unless repugnant to the context or meaning thereof, include their successors, authorised representatives as detailed in their agreement with the principal employer NIOT.

AND

_____ son/daughter/wife of _____
_____ aged about _____ years occupation _____
_____ resident of _____
_____ hereinafter referred to as Employee which expression shall , unless repugnant to the context or meaning thereof, mean the employee acting personally and all his assets wherever remaining.

Title to all inventions, discoveries and/or developments made during and/or resulting from the project shall reside in NIOT including but not limited to copyrights, patents and industrial designs made jointly by contractor and principal employer, resulting from the project shall reside only in NIOT the principal employer.

It may be necessary for employees to disclose to or exchange with each other such information in which case the disclosing party shall advise the receiving party appropriately regarding the confidential nature of the information disclosed. The Party receiving such confidential or proprietary information shall be bound by this same agreement and shall not, unless specifically permitted in writing by the principal employer, disclose in whole or part any such confidential or proprietary information or divulge any information thereon to any person other than authorized Personnel for fulfilling the purpose of the project. The disclosure to any authorized Personnel as aforesaid, of any such confidential or proprietary information, shall be in confidence and only to the extent necessary for carrying out the obligations of the project.

Employee will maintain the privacy and confidentiality of all such information and understands that unauthorized disclosure of such information is an invasion of privacy, breach of contract, and offence, and shall result in disciplinary, civil, and/or criminal actions against him.

Employee will not disclose information or information to anyone other than those to whom he is authorized in the course of his duties only, to do so.

Employee will access information only for the purposes for which he is authorized explicitly. On no occasion will he use such information or any project data, including personal or confidential information, for his personal interest or advantage, or for any other business purposes including of any commercial or research enterprise.

Employee will comply at all times with the contractor's information security policies and confidentiality code of conduct of government agencies handling confidential information and data.

Employee is specifically informed that the references to personal, confidential and sensitive information in these documents are for his information, and the expressions are not intended to replace his obligations under the statutory law including but not restricted to the Official Secrets Act.

Employee understands that where he has or may be given access to confidential information he is and shall remain under a duty of confidence and would be liable under common law for any inappropriate breach of confidence in terms of copying, retaining, acquiring, divulging, publishing, disseminating, storage, or otherwise dealing with, and/or making known to unauthorized persons or to the public or any third parties if he were to access more information than that for which he has been given approval or for which duly obtained consent is in place.

Should the employee's employment be terminated or his work in relation to the project discontinue for any reason, Employee understands that he will continue to be bound by this signed Confidentiality Agreement.

This agreement shall be enforceable by the principal employer directly against the employee if in the opinion of the principal employer the situation so warrants and also at the instance of the contractor against the employee. The principal employer shall stand entitled to restrict the employee from engaging in any acts that may be prejudicial to the maintenance of such confidentiality, and may potentially cause a leaking of such information, regardless of whether there be any other relief possible or sought or otherwise, and any and all steps taken by the principal employer against the employee shall be at the sole risk, of the employee found to have attempted to breach this agreement or to have attempted to do so, as to all costs and consequences of enforcement hereof and effects of such enforcement. De hors that, in case of actual breach the full adverse impact thereof shall be recoverable from the employee concerned and in terms of vicarious responsibility, the contractor.

In the event of any dispute as regards the agreement, its effect, operation, interpretation of any clauses thereof, its alleged breach, consequences, etc., whether during the project period or thereafter, the same shall be referred to arbitration at the hands of an arbitrator selected in accordance with the arbitration selection procedure detailed in the agreement between the principal employer and the contractor, with proceedings being held at such place as such arbitrator shall decide. Applicable Law shall be Indian Law.

EMPLOYEE Signature Date Printed name

Contractor's authorized Signature Date Printed name

BID FORM-09

Acknowledgment form for under taking Site visit

From:

(Bidders Address)

Sir,

With reference to the NIT for Deployment of cold water HDPE pipeline for OTEC powered desalination plant at Kavaratti, e-tender is submitted after carefully understanding the site conditions and other logistics available in Kavaratti during the site visit and hence the price offered shall be fixed and firm and not subject to any variation under any circumstances and we will not make any claim any time during the execution of contract.

(Name & Designation)

BID FORM-10

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(On the Letter Head of the Bidder)

No: _____ Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para 1.3.0 of ITB of your Tender document and have no conflict of interest.

It is certified that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids / Tender. The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

a

b

c

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

BID FORM-11

Consortium agreement

This Consortium Agreement ("**Agreement**") entered into at Chennai, India on this day of _____ 2023

BY AND BETWEEN

M/s. _____, an entity constituted in accordance with the laws of [Name of the Country] and having its Office at _____, acting through its duly authorized representative, Mr. / Ms. _____ [Please insert name and designation] (hereinafter referred to as the 'First Participant Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, authorized representatives, administrators, and permitted assigns) of the First Part;

AND

M/s. _____, an entity constituted in accordance with the laws of [Name of the Country] and having its Office at _____, acting through its duly authorized representative, Mr. / Ms. _____ [Please insert name and designation] (hereinafter referred to as the 'Second Participant Member' which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, authorized representatives, administrators, and permitted assigns) of the Other Part.

WHEREAS National Institute of Ocean Technology, being a Society incorporated under the laws of Government of India and having its Registered Office at NIOT Campus, Velachery-Tambaram Main Road, Pallikaranai, Chennai – 600 100, Tamilnadu, India (hereinafter called "NIOT") had invited bids for **DEPLOYMENT OF COLD WATER HDPE PIPELINE FOR OTEC POWERED DESALINATION PLANT AT KAVARATTI -** ----- (hereinafter called the "Project") and

the bid conditions require that the applicants bidding for the same should form a Consortium for bidding as well as executing the Project.

AND WHEREAS the Parties of the First and Second Parts jointly satisfy the eligibility criteria laid down by NIOT for participating in the bidding process by forming a Consortium between themselves.

The Parties hereby form such a Consortium subject to the following terms and conditions and this Agreement shall form a part and parcel of the Agreement for Design, fabrication, testing and supply of spherical pressure hull for 6000 m depth rated manned submersible if and when awarded to the Parties hereto:

1. **Object:**

The object of this agreement is for the parties herein to arrive at a strategic understanding with each other to pool their resources, cooperate with each other and jointly prepare and submit their bid and in case the Agreement for awarded for execution of the Project by NIOT, to take up the same and implement it as per its terms.

2. **Exclusivity:**

2.1 The Parties herein agree that no party shall withdraw from this Agreement at the time of bidding as well as during the execution of the Project and the Agreement (if awarded) for any reason, whatsoever, without the prior written approval and consent of NIOT.

2.2 The Parties herein also have represented and assured each other that they will abide by and be bound by the terms and conditions stipulated by NIOT for awarding the Agreement for including signing contract with all stake holders/foreign principal in the execution of this Agreement and the above-mentioned Agreement for

3. **Project Coordinator:**

After the bidding process, if the contract is awarded to the Parties herein as a Consortium, the Parties hereby agree that the Party of the First Part shall act as the Lead Partner for self and on behalf of the other parties and shall enter into and execute the Agreement for for itself and on behalf of the other parties. The

parties herein further declare and confirm that they are jointly and severally bound to NIOT for execution of the Agreement for in accordance with its terms and shall jointly and severally be liable to NIOT to perform all contractual obligations, including technical guarantees mentioned therein and in this Agreement. The Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all Partners of the Consortium.

4. **Responsibility and Obligations of the Parties:**

The responsibilities and obligations of each of the Parties herein shall be as delineated in Appendix-1 to this Agreement. In line with the past experience and specialization of the Parties herein each Party will be responsible for the work allocated to them as per Appendix-1 aforesaid. **It is agreed that the financial responsibility of the works identified in Appendix-1 shall be as described against each item by respective consortium partner.** It is further agreed that the above-mentioned sharing of responsibilities and obligations shall not in any way be a limitation to the joint and several responsibilities of the Parties herein to NIOT under the project or the Agreement (if awarded by NIOT).

5. **Cooperation:**

5.1 The Lead Partner undertakes to cooperate with the other Parties in order to ensure smooth performance and execution of the Project and the Agreement for (if awarded by NIOT). The Lead Partner undertakes to provide NIOT with all information at its disposal for due performance of the Agreement for, (in case the same is awarded by NIOT). The Parties herein also undertake to inform in time each other and NIOT regarding any financial problems or other impediments which may have an impact on the timely execution of the Project or performance of the Agreement for,(if awarded by NIOT) and shall take all remedial measures to ensure successful performance of all the obligations of the consortium hereunder and under the Agreement for, (if awarded by NIOT).

5.2 Notwithstanding the Lead Partner's liability in terms of this Agreement, each Party shall be fully responsible, liable and accountable for all financial

transactions under this Agreement and the Agreement for and each Party shall pay its own taxes and make other statutory and mandatory payments / taxes / duties. The Parties herein further undertake to ensure that all applicable legal regulations are observed, appropriate records are kept of all financial transactions and appropriate documentation, including, but not limited to contracts, orders and confirmations, receipts and invoices, time sheets of staff and payroll calculations are retained for all matters pertaining to this Agreement and the Agreement for, (if awarded by NIOT).

5.3 The Lead Partner shall be responsible to maintain contact with NIOT and request clarification, guidance or advice whenever needed. The other Parties herein shall route all their requests with regard to clarification and guidance through the Lead Partner.

6. **Conflict of Interest:**

The Parties herein undertake to take all necessary measures in order to avoid any conflict of interest during the performance of the Agreement or the project or the Agreement, (if awarded by NIOT) and also to identify any conflict of interest so that NIOT can consult with the Lead Partner and other Parties to sort out such conflicts.

7. **Post Contract Liabilities:**

For any loss or damage on account of any breach of this Agreement or the Agreement for, (if awarded by NIOT) or any shortfall in the execution of the Project (if awarded by NIOT) meeting the guaranteed performance / parameters as per technical specifications / documents relating to the Tender or the Agreement for, (if awarded by NIOT), the Lead Partner as well as the other Parties undertake to promptly make good such loss or damage on NIOT's demand without any demur. NIOT shall have the right to proceed against any one of the Parties herein in this regard and it shall neither be necessary nor obligatory on the part of NIOT to proceed against the Lead Partner before proceeding against the other Parties herein.

8. **Assignment:**

The rights and obligations of First and Second Participant Member under this Agreement shall not be assigned to any third party without the prior written consent of NIOT.

9. **Employers' responsibility:**

Each Party will be responsible according to the applicable laws and rules for their own personnel and property.

9.1 **Roles and Responsibilities:**

The role and responsibilities of each of the consortium partners is indicated at Appendix I.

10. **Insurance:**

The Parties herein shall at their own expense take out and maintain insurance cover as may be necessary to cover their liabilities.

The contractor shall obtain and maintain insurance policies for self and his subcontractors of adequate value for its personnel, property, to cover workmen's compensation insurance as per law, employers liability insurance for bodily injuries & occupational diseases, comprehensive general liability insurance for bodily injuries and property damages to cover legal liabilities in India to third parties in respect of third party property damage or loss or personal injury or death of any third party in connection with the work and copies of such policies shall be provided to NIOT for review.

11. **Applicable Law:**

This Consortium Agreement shall be governed, construed and interpreted in accordance with the laws of India and the Courts in Chennai shall have the exclusive jurisdiction in all matters arising hereunder.

12. **Further documents:**

To meet the requirements of bid documents or any other stipulations of NIOT, if it becomes necessary to execute and record any other documents amongst the Parties to this Agreement, the Parties herein undertake to do the needful and to participate in the same for the performance of the said Project (if awarded).

13. **Part of Contract:**

It is further agreed by the Parties herein that this Consortium Agreement shall be irrevocable and shall form an integral part of the Agreement for, (if awarded) and shall continue to be enforceable against the Parties herein by NIOT till the terms of the Agreement for (if awarded) are fulfilled. It shall be effective on the date first mentioned above for all purposes and intends.

IN WITNESS WHEREOF, the Parties herein have through their respective authorized representatives have executed these presents and affixed their hands and common seal of the respective companies on the day, month and year aforementioned.

For M/s. _____ (To be signed by all Consortium partners duly indicating their designation and official seal)

WITNESS

Name:

Designation:

For M/s. _____

(_____)