



V.O.CHIDAMBARANAR PORT TRUST

Mechanical and Electrical Engineering Department

E-TENDERING

TENDER DOCUMENT FOR

**Preparation of Techno-Economic Feasibility Report for “Setting up
Floating LNG Storage Unit at V.O.Chidambaranar Port Trust”**

Tender No. MEE-SE1MN-MEC-FSRU-V1-19

TENDERS WILL BE DOWNLOADED ONLINE FROM 22-01-2020 TO 14-02-2020 (up to 15:00 Hrs.). COMPLETED TENDERS ARE TO BE SUBMITTED ONLINE ON OR BEFORE 15:00 HRS on 14.02.2020 AND TECHNICAL BIDS WILL BE OPENED AT 15:30 HRS on 15.02.2020

**The Chief Mechanical Engineer
Mechanical & Electrical Engineering Department
V.O.Chidambaranar Port Trust
TUTICORIN - 628004
Phone: 0461-2352270
Fax: 0461 - 2354274**

<u>SUB:</u> Preparation of Techno-Economic Feasibility Report for “Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust”
Ref : MEE-SE1MN-MEC-FSRU-V1-19

Respected Sir,

1	The bidders are strongly advised to read the whole document carefully and submit their tender/bid strictly meeting with the requirements spelt out in the tender document.
2	The bidders must submit independent documentary evidence to establish that "MINIMUM QUALIFYING CRITERIA" as spelt out in the tender notice and terms and conditions of the tender document is fully met with irrespective of the fact that the bidder might have submitted similar evidence to VOCPT in respect of some other works.
3	If your submission is found deficient / incorrect with reference to the requirements spelt out in the tender document, it may be summarily rejected.

Thanking you.

Yours faithfully,

Chief Mechanical Engineer

V.O.CHIDAMBARANAR PORT TRUST
MECHANICAL AND ELECTRICAL ENGINEERING DEPARTMENT
TUTICORIN - 628 004

SECTION	CONTENTS	PAGE
I	NOTICE INVITING TENDER	5
II	INSTRUCTION TO BIDDERS	8
III	CRITERIA FOR EVALUATION	25
IV	GENERAL CONDITIONS OF CONTRACT	33
V	SCOPE OF CONSULTANCY SERVICES	44
VI	TERMS OF REFERENCE	54
VII	SITE DATA	58
	Annexure 1 - Application letter.	62
	Annexure 2 - Corporate Information of Bidder	63
	Annexure 2A - Financial Capacity of the Bidder	64
	Annexure 3 - Eligible Assignment Details for Experience	65
	Annexure 3A - Details of CV of key personnel	67
	Annexure 4 - Specimen Form of Bank Guarantee Bond for Performance security	69
	Annexure 5 - Form of Agreement	72
	Annexure 6 - Proforma of Integrity pact	74
	Annexure 7 - e-payment form	79
	Annexure 8 - Financial Bid	80
	Annexure 9 - Tender Acceptance Letter	81

V.O.CHIDAMBARANAR PORT TRUST
Mechanical and Electrical Engineering Department
E- TENDER- NOTICE INVITING TENDER (NIT)
Only through E-Tendering Mode

VOCPT E-Tendering Website: <https://etenders.gov.in/eprocure/app>

Tender No. MEE-SE1MN-MEC-FSRU-V1-19

Electronic Tenders (Online) are invited in 'TWO BID SYSTEM' by V.O.Chidambaranar Port Trust, Tuticorin from reputed consultancy firms, fulfilling Minimum Qualifying Criteria as stipulated in this notice for the work of **Preparation of Techno-Economic Feasibility Report for "Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust"**.

1	Bid Security (EMD)	Rs.2,00,000/- (Rupees Two Lakhs only) in the form of NEFT/RTGS to the bank account of V.O.Chidambaranar Port Trust.
2	Downloading of tender document from VOCPT online e-tendering website.	22.01.2020 to 14.02.2020
3	Last date & Time for submission of tenders online.	upto 15:00Hrs on 14.02.2020
4	Online technical bid opening date and time	At 15:30 Hrs on 15.02.2020
5	Period of completion of work	90days
6	Validity of tender	120 days from the bid due date.
7	Name of the officer processing the tenders	Chief Mechanical Engineer, Mechanical & Electrical Engineering Department, V.O.Chidambaranar Port Trust, Tuticorin-628004.

For further details please visit <https://etenders.gov.in/eprocure/app> and Port website www.vocport.gov.in


CHIEF MECHANICAL ENGINEER

SECTION - I
NOTICE INVITING TENDER

1.1 TENDER NOTICE:

Electronic Tenders (Online) are invited in '**TWO BID SYSTEM**' on behalf of **V.O.CHIDAMBARANAR PORT TRUST (VOCPT)** from reputed and experienced consultancy firms for the work of **Preparation of Techno-Economic Feasibility Report for "Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust"**.

(Tender No. **MEE-SE1MN-MEC-FSRU-V1-19**)

The bidder must fulfill the Minimum Qualifying Requirements and other requirements stipulated in the tender.

The tender shall remain valid for acceptance for a period of 120 days from the bid due date. The period of completion of work is **90 days from the date of signing of agreement.**

Tender Document having all details is available at the URL of the e-Tender Portal <https://etenders.gov.in/eprocure/app>. The interested bidders are needed to register their name in the website <https://etenders.gov.in/eprocure/app>. The tender documents are required to be submitted only through e-mode offered in the website <https://etenders.gov.in/eprocure/app>. Tenders in any other manner will be rejected and no correspondence on such matter will be entertained.

VOCPT DETAILS OF BANK ACCOUNT FOR MAKING PAYMENT RTGS/NEFT:

A	Name and Address of the Bank	Indian Overseas bank, Harbour, Tuticorin-628004.
B	Name of the branch	Harbour branch
C	IFSC code	IOBA0000143
D	Account no	014301000000001
E	Type of account	Savings account
F	Beneficiary's Name	V.O.Chidambaranar Port Trust

1.1.1 VOCPT Tender Document/Tender Form: The tender documents can be downloaded from VOCPT Website www.vocport.gov.in through “E-tendering link: <https://etenders.gov.in/eprocure/app>”.

1.2 EARNEST MONEY DEPOSIT: The consultancy firms shall remit the Earnest Money Deposit of Rs.2,00,000/- through RTGS/NEFT to V.O.Chidambaranar Port Trust, Tuticorin (Account details given in Section I - Notice Inviting Tender). EMD in any other form will not be accepted and the bid without EMD will be rejected. If the applicant is registered under MSE/MSME/ having Udyog Aadhaar Number, exempted from EMD. The refund of EMD shall be made only to the bank account from which the EMD was remitted for the purpose of the respective tender. If original details for cost of EMD, which was uploaded while submitting tenders, is not received, then such bidders are not considered for evaluations, bidders may ensure for the same.

The Earnest Money transferred by the unsuccessful bidders will be refunded within fifteen days of deciding the L1 without interest. The Earnest Money transferred by the successful bidder will be adjusted towards Performance Security as stipulated in Cl.No.2.5 of Section - II and will be refunded after the completion of contract period or after furnishing bank guarantee towards Performance Security including EMD. Whenever there is a delay in commencement of work, the EMD shall be forfeited. The EMD will not bear any interest.

In case of any bidder found indulged in corrupt, fraudulent, coercive, undesirable and restrictive practices during the bidding process, VOCPT is entitled to encash the EMD and debar the bidder for a period not exceeding three years.

- 1) The Interested bidders shall submit their bid through online/e-tendering only in the manner stipulated in 1.1 Tender Notice. Tenders in any other manner will be summarily rejected and no correspondence on such matter will be entertained.

- 2) VOCPT will not entertain and will not accept any reasons of bidder due to Net Connection Failure/Current Connection Failure and any issues during the filling of tender online. Bidder will be responsible for all those facts and failure of Net Connectivity, Current Connectivity and they should be at their own risk. VOCPT will not take any liabilities and claims for failure of Network and problem arise during the submission of the tender forms online.
- 3) VOCPT may verify the original documents with the documents scanned and submitted by the bidder in the e-tender portal, at any time during the tendering process.
- 4) The tender document submitted by the bidders who had litigation against the VOCPT will not be considered. If such bidders submit the tender document downloaded from the web site, the same will not be considered and the amount paid towards the cost of document will not be refunded.

SECTION - II

INSTRUCTION TO BIDDERS

2.1 General:

On behalf of the Board of Trustees of the V.O.Chidambaranar Port Trust, the Chief Mechanical Engineer, V.O.Chidambaranar Port Trust invites E-tenders in from reputed consultancy firms with proven ability for ***Preparation of Techno-Economic Feasibility Report for “Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust” -Reg.***

- 1) V.O.Chidambaranar Port, a fast growing Port situated on the South East coast of India adjoining the Gulf of Mannar at 8° 47' 30" N, and 78° 12' 15" E is one of the twelve Major Ports of India. The V.O.Chidambaranar Port Trust was declared as a Major Port by the Government of India in July, 1974, The Port has two operational wings viz. Zone 'A' comprising the new port and Zone 'B' constituting the old anchorage port, situated about 9 km away from the new port. Presently, Zone 'A' has seventeen cargo berths including ten alongside berths, one Oil Jetty, and three coal Jetties. The maximum draft available at Zone 'A' is 14.2m. The Port is sheltered from the fury of storms and cyclonic winds and is operational round - the - clock throughout the year. The Port is situated approximately 160 km North from Kanyakumari and 129 Nautical miles from Western region connecting international sea route.
- 2) The Port is an artificial harbour impounding sheltered waters between northern and southern breakwaters which face Sri Lanka on the opposite side. The breakwaters run almost parallel and provide an entrance through the ocean to the basin. The North Breakwater has a length of 4.1KM and South Breakwater has a length of 3.8KM.
- 3) V.O.Chidambaranar Port Trust has accredited with Quality, Environment and Occupational Health and Safety Management Systems ISO 9001:2000 and ISO 14001:2004 and OHSAS 18001:2007. The Port is connected to the various trading centers within the State of Tamil Nadu as also with neighboring States of Kerala, Karnataka, Andhra Pradesh and all major cities and ICDs by National & State Highways and broad gauge rail.

- 4) V.O.Chidambaranar Port is connected with major National Highways connecting major cities/ urban centres in Tamil Nadu through the following national highways.
 - NH-45 beyond Tirunelveli road intersection meeting Tuticorin - Madurai (NH-45B)
 - Tuticorin - Tiruchendur (NH7A) road cutover NH7 connecting to Kanyakumari
 - All-important destinations in India can be accessed through NH7 to travel south
- 5) V.O.Chidambaranar Port is rail connected through Broad Gauge single line originating from Milavattan Railway station. The total length of this railway line is 17.60 km. The distance from Milavattan Railway station to VOC wharf is 14.0 km and VOC wharf to Marshalling yard is around 3.5 KM. In the Marshalling yard, five track lines are available. Near the coal yard, near green gate a loop line is provided.
- 6) VOC Port presently has 17 berths and handled a total traffic of about 34.34 million tons in 2018-19. The major commodities are coal (13.24 MT) followed by containers (14.96 MT); Fertilizers (0.3MT); Liquid cargo (1.6 MT) with the remaining being all other general cargo and others.
- 7) There are three coal berths exclusively handling thermal coal for captive power plants and one Oil berth for handling POL products, LPG and chemicals. There are two exclusive container terminals (at 7th berth & 8th berth) each berth is being operated by two different BOT operators. The other eight berths handle all other cargo including thermal coal meant for other private power plants, industrial coal, copper concentrate, fertilizers and general cargo.
- 8) At Berth No 9, Cargoes are handled using HMCs/Ship gears and Hoppers, conveyors and stackers. The facilities envisaged are four numbers mobile hoppers, a closed conveyor system for a length of 3.2 Kms to transfer the cargo from hoppers to the coal plots allotted in the coal stack yard.
- 9) Thermal coal meant for captive use of nearby power plants of TNEB & NTPL is handled in exclusive berths (CJ-I, CJ-II & NCB-I) and transported through belt

conveyors. However thermal coal meant for private power plants, industrial coal, and pet coke all meant for multiple users are handled in multi-cargo berths through semi-mechanized methods for unloading, stacking and evacuation. Similarly all other Dry-bulk cargoes, whose quantity is considerable are handled and conveyed by semi-mechanized methods.

- 10) NCB-II is operated for handling coal. In order to meet the traffic demand of dry-bulk cargos, North Cargo Berth-III has been constructed for handling of Coal at V.O.Chidambaranar Port, since the IXth berth is proposed to convert as container terminal.
- 11) Port is in the process of providing Rail connectivity from Marshalling yard to Hare island entry point as a common user facility through RITES, (Cost recovery basis) by way of levy loop line in the yard will be the responsibility of operator. The evacuation will be made by both Road / Rail. 90% work completed.
- 12) Since, LNG imports are substantial, and hence, domestic supply of LNG is not being able to meet the demand, for which supporting infrastructure requires to be developed as a part of the project.
- 13) Floating Storage Re-gasification Units (FSRU) within port limits offer a low cost, fast track and flexible option compared with traditional onshore terminals.
- 14) In order to find out the interest of entities for setting up FSRU units in port limits, it is proposed to have a feasibility study.
- 15) FSRUs can be set up by any entity within the port limits. The entire investment of the gasification units as well as storage units including the pipelines shall be made by the entity setting up the FSRU unit.

2.2 Definitions and Interpretations:

In the contract, as hereinafter defined the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- 1) “Board” :- The Board means the Board of Trustees of the V.O.Chidambaranar Port, an autonomous body under the Major Port

Trusts Act 38 of 1963 represented by the Chairman, and as amended from time to time.

- 2) “Engineer” means the Chief Mechanical Engineer of the V.O.Chidambaranar Port Trust and his successors.
- 3) “Engineer in-charge/Engineer representative” means the Executive Engineer or an officer appointed in writing who shall direct and supervise and be in charge of the works.
- 4) “Contract” means the documents forming the tender and acceptance thereof and the format agreement executed between the Port Trust and contractor together with the documents referred to therein including the General conditions, special conditions of contract, specifications designs Drawings. Priced Bill of quantities and instruction issued from time to time by the Engineer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 5) “Contractor” means the person or persons or consultancy firm or company whose tender has been accepted by the Board and the legal personnel representatives or the successors of such firm or company and the permitted assigns of such persons or firm or company.
- 6) “Contract Price/ award price” means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions here in after contained.
- 7) “Drawings” means the drawing referred to in the contract agreement and any modifications of such drawings approved in writing by the Chef Mechanical Engineer and such other drawings as may from time to time be furnished or approved in writing by the Chief Mechanical Engineer.
- 8) “Site” means lands and other places on / under / into / in / or through which the “work” are to be executed or carried out and any other lands or places provided by the Board for the purposes of the contract.
- 9) “Works” means the work by virtue of the contract to be executed in accordance with the contract under the relevant schedule whether temporary or permanent and whether original, altered’ substituted or additional.

- 10) "Schedules" referred to in these conditions shall mean the relevant schedule (s) annexed to the tender papers issued by the Port.
- 11) "Approved" means approved in writing including subsequent written confirmation of previous verbal approval and "Approval" means approval in writing including as aforesaid.
- 12) "A day" means a day 24 hours from midnight to the next midnight irrespective of the numbers of hours worked in that day.
- 13) "A week" means seven days without regard to the number of hours worked in any day in that week.
- 14) "A month" means thirty days in a month without regard to the number of days worked in that month..
- 15) "Urgent works" Shall mean any urgent measures which in the opinion of the Engineer-in-charge become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security.
- 16) "Constructional Plant" means all appliances or things of whatsoever nature required in or about the executions, completion or maintenance of the 'work' or 'temporary works' (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- 17) "Temporary works" means temporary works of every kind required in the execution completion or maintenance of the works and which do not form an item of the work or works.
- 18) "Trust's Stores" means the storage yards for materials of the Trust anywhere in the harbour premises.
- 19) "Market Price" means the rate as decided by the Engineer on the basis of the cost of materials and labour to the contractor at the site where the works are to be executed plus the percentage mentioned in schedule to cover all over heads and profit.
- 20) "Bidder" means the person or persons, firm, corporation, consortium or company who submits the bid for the subject work.

21) “Consultant” means any entity or person or associations of person who may provide or provides the services to the Port under the contract.

22) “Consultancy Services / Services / Assignment” means the services to be provided by the consultant as detailed in this bid document.

23) “Up-front tariff policy guidelines” means the tariff guidelines applicable for determination of up-front tariff leviable for the users issued by MoS through TAMP.

24) “TAMP” means Tariff Authority for Major Ports/ any other Authority established under MPT Act, 1963/ any other Act for this purpose.

2.3 The following scanned copy documents to be uploaded while submitting tender:

a) Cover-I

- 1) **Proof of Earnest Money Deposit** paid in the form of NEFT/RTGS.
- 2) Copy of Income Tax Permanent Account Number [PAN] card.
- 3) The scanned copy of GSTIN No. & Certificate of Registration shall be uploaded.
- 4) A forwarding letter confirming validity of the proposal for **120 days** and detailing contents of the proposal including list of enclosed documents.
- 5) Power of Attorney in the name of the person/s signing the bid documents.
- 6) The Consultant should confirm that there is no conflict of interest in taking up this assignment by submitting an undertaking to the effect that, they /their affiliates will not bid for/ rate the same project.
- 7) **A statement supported by documentary evidence establishing fulfillment of all the Minimum Eligibility Criteria by the Bidder/s.**
- 8) Application Letter as per **Annexure-1**.
- 9) Half page write-up as mentioned in **Clause 3.1.3**.
- 10) Corporate information of Bidder as per **Annexure-2**.
- 11) Documents to substantiate the credentials of the Bidder meeting the minimum eligibility criteria as specified in **Clause 3.1.1**.
- 12) Duly Notarised details in respect of background of the party/ies past experience, organizational structure, key personnel, certificates from clients in

respect of assignments executed in past, current assignments, CVs of key personnel and details of associates likely to be involved in executing this assignment .

- 13) Details in respect of proposed approach and methodology, team composition and experience for execution of “Services” covering broadly all aspects of Scope of work as per **Clause 5.1** in this document.
- 14) Compilation of pre-bid queries / clarifications if any with each page initialed by the authorized signatory in token of having been read and accepted by the party/ies.
- 15) Tender Acceptance Letter as per **Annexure-9**.

b) Cover-II

The Schedule of Prices to be indicated in the respective columns shown in the e-tendering Website as per the format set out in **Annexure-8. (Financial Bid)**

2.4 Minimum Eligibility Criteria:

- (a) The Bidders must have experience in preparation of Detailed Techno - Economic Feasibility Report (DETAILED FEASIBILITY REPORT) (or) Detailed Project Report (DPR)/Project document in India or elsewhere for development of projects in the Infrastructure Sector like Ports, Port Services, oil and Gas sectors and Power. The Bidders should possess experience in financial analysis of projects, project structuring for any of the above mentioned sector projects.*
- (b) The Bidder should have completed at least one assignment of preparation of Detailed Feasibility Report (or) Detailed Project Report/ Project Document for the project ‘Setting up LNG Storage and re-gasification units in Floating/land based or any other mode’ as mentioned above in the preceding five years for the project costing more than Rs. 50 Crores each. (Indian Rupee).*
- (c) The Bidder shall have received a minimum income of Rs.50 Lakhs per feasibility study towards professional fees during the last 5(Five) years preceding the Bid Due Date.*

Note: The tender which does not satisfy the pre-qualification criteria as mentioned above shall summarily be rejected and shall not be considered for further evaluation.

2.5 Performance Security:

A sum worked out on the basis of 5% of the accepted value of offer shall be deposited by the selected firm towards Performance Security in the form of NEFT/ RTGS (OR) irrevocable Bank Guarantee from a Nationalized Bank /Scheduled bank within 15 days of the date of work order/ Letter of Acceptance or before commencement of study whichever is earlier. Bank Guarantee, obtained from the Nationalised bank/Scheduled bank in the format prescribed by the Port, shall be in compliance with for a digital confirmation for the bank guarantee and the BG not complying with this shall not be considered. However, the VOCPT/Engineer may relax the time limit of 15 days and extend the time limit by further period of 10 days in extraordinary circumstances for the reasons recorded by him. If the Performance Security Deposit is not deposited in time as prescribed above, the work order shall stand cancelled automatically and the Earnest Money Deposit shall also stand forfeited.

The Performance Security will remain in force throughout the period of contract and will be refunded after acceptance of Final Report by the Authority. The Performance Security will not bear any interest.

2.6 Security Deposit:

Security Deposit at 10% will be deducted from each stage payment subject to a maximum accumulation of 5% of the award of price. The Security Deposit shall be refunded within 30 days after acceptance of Final Report by the Port. The amount stated above will not bear any interest.

2.7 Time for Completion:

The whole assignment has to be completed in a maximum period of **90 days** from the date of issue of work order.

Normally extension of time for completion of the study is not entertained. However, considering the valid reasons or the circumstances, based on the written request received from the consultant the Competent Authority of

VOCPT may consider for granting the extension of time, considering the reason submitted. Consequent on the same, the bidder has to extend his responsibilities, i.e., Performance Bank Guarantee.

2.8 Rates to be Figures and Words:

The bidder shall quote the rate in Indian Rupees and in English, in figures as well as in words inclusive of, Customs duty, import duty, VAT etc., the rates tendered by him in the concerned pro-forma of the tender and in such a way that interpolation is not possible. The tendered amount for the work shall be entered in the tender form and duly signed by the bidder and enclosed and sealed in cover No.II as stated in Cl.No.2.3(b) of Section - II. In case of any discrepancy between figures and written words, the rates in words shall be taken as the quoted price.

2.9 Correction/Variation:

- (i) All corrections and alterations in the entries of the tender documents shall be attested with full signature of the bidder with date. No erasures or over-writings are permissible.
- (ii) The bidders should not send any revised or amended offers after the opening of the tender. No such document will be entertained. The VOCPT also do not accept offers with the price variation clause.
- (iii) The prices and amounts entered in the schedule of price shall represent the bidders offer for the work generally in accordance with work specifications and purpose given in this tender.
- (iv) Deviation: Tender should be completed in all respects for taking a decision immediately on opening of the tender. In the absence of bidders' disagreement to any particulars clause, it will be construed that they are agreeable to such terms and conditions where they have not expressly deviated.

2.10 Signing of Agreement:

Within 15 (fifteen) days from the date of issue of Letter of Award / Work order, the successful Bidder shall furnish a performance security for satisfactory completion of the Assignment, in the form of a Bank Guarantee as detailed in

General Conditions and simultaneously sign formal agreement. Formats of Bank Guarantee (**Annexure-4**) and Agreement (**Annexure-5**) are annexed to the Bid Document.

2.11 Witness:

Witness shall be persons of status and property and their names, occupations and addresses shall be furnished below their signatures.

2.12 All pages to be signed:

All signatures in the tender documents shall be dated. All pages of all section of the original tender documents shall be signed with date and seal at the lower right hand corner and also signed wherever required in the tender document by the bidders or by a person holding power of attorney to sign on behalf of the bidder before submission of the tender.

2.13 Right of the Board to accept or reject the Tender:

The Board does not bind itself to accept the lowest tender and reserves the right to reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information are inadequate or incomplete in any respect and / or the prescribed conditions are not fulfilled are liable to be rejected. Canvassing in any form by the bidders will result in their tender being rejected.

2.14 Transfer of Tender Documents:

Transfer of tender documents purchased by one intending bidder to another is not permissible.

2.15 Taxes & Duties including GST:

GST if any chargeable extra, may be clearly indicated in the price schedule available in the e-tendering portal.

Goods and Services Tax:

1. As per GST Act, invoice in the prescribed format has to be issued by a registered dealer on or before the time when goods are removed for supply (where supply involves movement) on or before the time when delivery is received by the recipient (where movement of goods is not involved)

2. The law has laid down conditions to avail GST input tax credit on supply of Goods or services. All of the following conditions need to be satisfied to avail GST input credit:
 - The dealer should be in possession of Tax Invoice/Debit or credit Note/Supplementary Invoice issued by a supplier registered under GST Act.
 - The said goods/services have been received.
 - Returns (GSTR-3) have been filed
 - The tax charged has been paid to the Govt. by the supplier
3. As a service provider, contractors/professionals, etc., shall issue the invoice within 60 days to the Port from the date of providing service. If the invoice is not issued within the time limit, then penalty and/or interest shall be applicable. If any of the contractors/ professionals do not issue invoices as aforesaid and do not file tax return by due date, Port cannot avail the ITC. Further, Port has to pay the said ITC availed with interest and penalty as applicable under GST rule. Therefore, in the event of default of the contractor on the above grounds, the said amount paid/payable to the Government by Port shall be recovered from any money due to the contractor or adjusted against the performance security/security deposit.
4. For any correction in invoice claimed, it shall be through Debit note/credit note/supplementary invoice only, as all the invoices are to be uploaded in the GSTIN portal. All suppliers and contractors including professionals are to be requested to comply with the above provisions without any omission in respect of ongoing contracts. If the existing suppliers/contractors / professionals do not comply with the above provisions payment will not be released and Port will not be liable on any account to be aforesaid.

a) Income Tax

Income Tax and surcharge as applicable will be deducted at source by V.O.Chidambaranar Port in accordance with Income Tax Act at the rate applicable from time to time and in accordance with instruction issued by INCOME TAX Authorities on this behalf from time to time. The consultant shall furnish his PAN details or a copy of Income Tax exemption certificate if any.

b) GSTIN

The firm shall furnish GSTIN Number and copy of certificate of registration duly attested by Notary.

2.16 Opening and Acceptance of Tender:

Cover-I containing the technical documents to shortlist the eligible bidders will be opened through e-tender procedure on the scheduled date and time i.e on **15.02.2020** at 15.30 hrs. in the presence of such bidders who wish to be present at the time of opening.

After the verification of first cover and getting the required technical/commercial clarifications based on the information given, Port Trust will prequalify the eligible bidders.

The cover II containing the price bid document will be opened through e-tender only for those bidders who are shortlisted and technically pre-qualified in cover-I. The date and time of opening of the cover II will be informed to the qualified bidders.

Tenders submitted by bidders shall remain valid for acceptance for a period of 120 days from the date of opening of the tenders. The bidder will not be allowed during the declared period of validity to revoke or cancel his tender or to vary any term thereof, without the consent in writing of the Chief Mechanical Engineer, VOCPT.

2.17 Addenda / Corrigenda:

Addenda/Corrigenda to the tender documents will be issued by the Chief Mechanical Engineer prior to the date of opening of the tenders, to clarify or reflect modifications in the contract terms and conditions.

Such addendum/corrigendum will be uploaded in the tender wizard and Port website. Bidders who are unable or unwilling to bring their tenders to conform to the requirements of the Board are liable to be rejected.

2.18 Collection of Data - Bidder's Responsibility:

The bidder shall visit the Port and acquaint himself fully with the site and local conditions and no claims whatsoever will be entertained on the plea of

ignorance or difficulties in the execution of the work. Before submitting the tender, the bidder shall be deemed to have clearly understood and satisfy himself regarding the work and services, all conditions liable to be encountered during the execution thereof and that prices, rates and/or compensation quoted in the offer are adequate and all inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services.

The prices and amount quoted by the bidder shall allow for all costs, including escalation of labour, transport, insurance fees, increase in cost due to government and other charges, cost of docents to be submitted, CD's, DVD's, direct and indirect, till the work is completed in accordance with the scope of the consultancy service and contract period.

2.19 Inspection of Site:

The bidder is advised to visit the Port before submitting their sealed offers in order to ascertain the nature of work involved, prior to bidding to access the scope of work & Terms of Reference of the consultancy service. The bidder will be allowed to see the entire port area in order to access the project location for feasibility study.

2.20 Ambiguity:

Should there be any ambiguity or doubt as to the meaning of any of the tender clauses/conditions or, if any further information is required, the matter should immediately be referred to the Chief Mechanical Engineer, V.O.Chidambaranar Port Trust in writing, whose interpretation shall be final and binding.

2.21 Bidder's Comments:

Any comments which the bidder desires to make shall not be placed in the annexed documents but shall take the form of a separate statement in the English language and giving reference to page, clause or item numbers and shall be submitted along with the tender in the cover I.

2.22 Signing the Contract:

The successful bidder shall be required to execute an agreement in the pro-forma prescribed by the V.O.Chidambaranar Port trust (draft enclosed in the document as Annexure-5) on Tamil Nadu Government State stamp paper of the required value not below Rs.100/- within 15 days from the date of issue of the notice of acceptance of the tender. In the event of failure on the part of the successful bidder to execute the agreement within the above stipulated period, or the period agreed by the Port, the Earnest Money or security deposit deposited by him will be forfeited and apart from that the Board being in such circumstances entitled to treat the successful bidder as in breach of contract and proceed accordingly.

2.23 Jurisdiction:

The award of contract for the work **Preparation of Techno-Economic Feasibility Report for “Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust”** is subject to the legal jurisdiction of the Tuticorin (Tamil Nadu) regarding any matters concerning the contract.

2.24 Determination of Responsiveness:

The tender which does not satisfy all the terms and conditions as mentioned in the tender, shall summarily be rejected and shall not be considered for further evaluation. The Port will scrutinize tenders to determine whether the tender is substantially responsive to the requirements of the tender document. For the purpose of this clause a substantially responsive tender is one which inter-alia confirms to all the terms and conditions, general conditions of the entire tender documents without any deviation (or) reservation. A tender which in relation to the estimated rates is un-relating will be rejected as non-responsive. The decision of the Port shall be final in this regard.

2.25 Instructions to Bidders to form Part of the Contract:

All these instructions conditions, special conditions, if any, work specifications contained in the tender document and the tender document itself

and any correspondence related to this Contract shall form part of the agreement.

2.26 Precaution against Air and Water Pollution:

Every precaution shall be taken by the consultancy firm to prevent air and water pollution resulting from setting up of floating LNG storage unit for operations as per requirement of the appropriate authorities.

2.27 Liquidated Damages:

If the consultant fails to complete the contract or submit the Final TEFR within the time specified as said under Clause 2.7 of this or within the extended time that may be allowed by the Port, the consultant shall pay or allow to the Board to deduct a sum of equivalent to 1% per week or part thereof of the total value of the contract subject to a maximum of 10% of the total accepted value of contract as liquidated and ascertained damage and not by way of penalty, beyond the said period or extended period as the case may be during which the work remain unfinished. The liquidated damage will be deducted from any money due or become due to the consultant. The payment of such liquidated damage shall not relieve the contractor of his obligations to complete the assignment or from any other of his obligations or liabilities under this contract.

2.28 Any further information may be obtained on application in writing to:

The Chief Mechanical Engineer,
V.O.Chidambaranar Port Trust,
Tuticorin - 628 004, India.
Telephone : 91-0461-2352252
Fax : 91-0461-2354274, E-MAIL - cmevocpt@gmail.com
Website : www.vocport.gov.in

2.29 Any Tender not conforming with the foregoing instructions and/or in any way incomplete will not be considered. The Port does not bind himself to accept the lowest or any tender. Port reserves the rights to waive any formality thereof or to reject any or all the tenders without assigning any reason and without any liability. No representation whatsoever will be entertained on this account.

2.30 No responsibility will be attached to any officer of the Port for premature opening of or the failure to open a Tender which is not properly addressed and identified.

2.31 The bidder should abide by this Tender for a period of 120 (one hundred and twenty) days from the date fixed for receiving the same or for such other periods as may be mutually agreed upon and it shall remain binding upon the bidder so that the Tender may be accepted at any time before the expiry of that period.

2.32 Canvassing in connection with the Tender is strictly prohibited and the Tender submitted by the bidder, who resort to canvassing will be liable for rejection.

2.33 The Technical Bids of the Bidders will be evaluated based on the whole work. The entire work may be entrusted to a single bidder.

2.34 Termination of Contract:

In the event of continued unsatisfactory performance or non-compliance with any of the provision of the above said service, this Port reserves the right to cancel the consultancy service and encash the EMD and security deposit without giving any notice.

Note :

- (i) Each payment will be made in Indian Rupees only on acceptance of each stage as indicate below. No foreign exchange is available for this work.
- (ii) All the documents / reports including primary data shall be compiled, classified and submitted by the Consultant to V.O.Chidambaranar Port Trust in hard / soft form apart from the documents mentioned elsewhere in this document.
- (iii) In the event of discontinuance of the contract during currency of the assignment, the payment due shall be paid as assessed by the Port and Port's decision in this regard shall be final.
- (iv) Excludes the time taken by the Port in providing its comments on Draft Report. [(iii) & (iv)]
- (v) Final 20% will be released after issue of completion certificate by the Chief Mechanical Engineer.

- (vi) Payment in respect of pre-closure by Port due to no default of contractor shall be 10% of slab payment due of completed stage or actual TA/DA whichever is less shall be paid.

2.35 Work to be done to the Satisfaction of the Engineer:

The successful bidder after award of work shall execute, complete and maintain the works strictly in accordance with the scope of work & Terms Of Reference to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter (whether mentioned in the Contract or not) touching or concerning the works. The consultant shall take instructions and directions only from the Engineer or from the Engineer's Representative.

SECTION - III
CRITERIA FOR EVALUATION

3.1 Qualification (STEP 1)

For the purpose of Qualification, the Bidders should satisfy the following minimum eligibility criteria. The supporting documentary proof in respect of experience should be (i) notarized work order copy (ii) notarized **copy of** completion certificate or notarized **copy of** performance certificate and as regards to financial capability, the documentary proof such as statement giving particulars duly certified by the Auditor of the company as per Annexure - 2A.

3.1.1 Minimum Eligibility Criteria

- (a) The Bidders must have experience in preparation of Detailed Techno - Economic Feasibility Report (DETAILED FEASIBILITY REPORT) (or) Detailed Project Report (DPR)/Project document in India or elsewhere for development of projects in the Infrastructure Sector like Ports, Port Services, Oil and Gas sectors and Power. The Bidders should possess experience in financial analysis of projects, project structuring for any of the above mentioned sector projects.*
- (b) The Bidder should have completed at least one assignment of preparation of Detailed Feasibility Report (or) Detailed Project Report/ Project Document for the project 'Setting up LNG Storage and re-gasification units in Floating/land based or any other mode' as mentioned above in the preceding five years for the project costing more than Rs. 50 Crores each (Indian Rupee).*
- (c) The Bidder shall have received a minimum income of Rs.50 Lakhs per Feasibility study towards professional fees during the last 5 (five) years preceding the Bid Due Date.*

In addition, the Bidder may note the following:-

- 3.1.2** Details in respect of Clause 3.1 are required to be furnished as per the formats set out in Annexure - 2A & 3.

3.1.3 The Bidder is required to provide a half page write-up providing the details of eligible assignments, earlier carried out by the Bidders and meeting the requirements of minimum eligibility criteria specified in **Clause 3.1.1** above.

3.1.4 V.O.Chidambaranar Port Trust would evaluate the Qualification Documents in order to qualify Bidders for Step-2. Bidders who qualify the Minimum Eligibility Criteria stated under Clause 3.1.1 only will be considered for Step-2 evaluation namely, Technical Bid evaluation.

3.2 Evaluation of Technical Bid (Step-2)

3.2.1 In Step-2, Bids of all those Bidders who qualify under Step-1 will be evaluated.

3.2.2 The Scoring criteria to be used for evaluation shall be as follows:

- a) In the first stage, the Technical bids will be evaluated on the basis of Bidder's experience, its understanding of TOR, proposed methodology, work plan and the experience of Key Personnel who have carried out only the eligible assignments. Only those Technical proposals score 60 marks or more out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (S_T).
- b) Each Key personnel must score a minimum of 60% of marks except as provided herein. A proposal shall be rejected, if the Team Leader scores less than 60% marks or any two of the remaining Key personnel score less than 60%. In case the selected Bidder has one Key personnel, other than the Team Leader, who scores less than 60% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 60% or above.

(c) The Scoring criteria for evaluation shall be as follows

SI No	Parameter	Maximum Marks	Criteria
1	Relevant Experience of the Bidder	25	30% of the maximum marks will be awarded for the number of eligible assignments undertaken by the Applicant. The remaining 70% will be awarded for (i) The comparative size and quality of Eligible Assignments (ii) Other similar work in infrastructure sectors and (iii) Overall turnover, experience and capacity of the firm
2	Proposed Methodology and Work Plan	5	Evaluation will be based on the quality of submissions.
3	Relevant Experience of the Key Personnel [Total of (a) to (e)]	70	30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective key personnel has worked on. The remaining 70% shall be awarded for (i) The comparative size and quality of Eligible Assignments (ii) Other similar work in infrastructure sectors
(a)	Port/ Oil and Gas Sector Expert Cum Leader	20	
(b)	Technical Expert	13	
(c)	Environmental-cum-Safety & Handling of Hazardous cargo Expert	12	
(d)	Financial Expert	15	
(e)	Expert in oil and Gas Industries	10	
	Grand Total (1+2+3)	100	

While awarding marks for the number of Eligible Projects, the Bidder or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Bidders or respective Key Personnel, as the case

may be, shall be entitled to a proportionate score. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Bidder/Key Personnel shall be considered.

3.2.3 Eligible Assignments:

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/consultancy assignments in respect of preparation of Detailed Feasibility Report and/or feasibility report in setting up LNG Storage and re-gasification units in Floating/land based or any other mode by executing engineering surveys, environmental impact assessment, safety & Hazardous measures and its impact in the following sectors shall be deemed as eligible assignments (the “**Eligible Assignments**”):

For the purpose of evaluation, Infrastructure Sector Projects shall be deemed to include projects falling under the following Sectors:

- Ports & Port Services
- Power
- Oil and Gas Sector
- Project in the above sector having an estimated capital cost (excluding land) of at least Rs. 50 Crores in case of a project in India and US \$ 10 million for projects elsewhere.

Provided that the bidder firm claiming credit for an eligible assignment shall have prior to Proposal Due Date (PDD), received a professional fees of at least Rs. 50 Lakhs for such assignment and where credit is being claimed by key personnel; she/he should have completed the relevant assignment prior to PDD.

Provided further that if the Bidder firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Bidder shall have received professional fees of at least Rs.50 Lakhs.

3.2.4(a) Short-listing of Bidders

All the bidders whose Technical score is more than 60 marks shall be shortlisted for financial evaluation in the second stage. The Experience of the Bidder would be measured in respect of Eligible Assignments as defined in **Clause**

3.2.3. The supporting documentary proof in respect of experience should be (i) **notarized work order copy** (ii) **notarized completion certificate or notarized performance certificate**. Every Bidder has to provide details in respect of assignments undertaken by him as per the format set out in **Annexure-3**.

3.2.4(b) Evaluation of Financial bid (Step 3)

Bidders are required to submit the Financial Bid as per the format provided in **Annexure-8**.

For financial evaluation, the total cost indicated in the Financial bid will be considered.

“Financial Evaluation shall be made based on the Financial bid excluding GST”

The Authority will determine whether the financial bid is complete, unqualified and unconditional. The cost indicated in the financial bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(F = amount of Financial bid)

3.2.4(c) Combined and final evaluation of Technical and Financial bid

Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows: $S = S_T \times T_w + S_F \times F_w$ Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.

The Selected Bidder shall be the first ranked Bidder (having the highest combined score). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in Clauses 3.2.5, 2.11 and 4.1 as the case may be.

3.2.5 Team Composition:

The Bidder would need to provide details in respect of the persons proposed to be associated in providing the Services to V.O.Chidambaranar Port Trust. The Bidder is required to nominate five Experts of his organization who would be involved in providing the Services. The Consultant shall form a multi-disciplinary team (the “**Consultancy Team**”) for undertaking this assignment. The following Experts whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise such as that required for financial analysis, quantity survey etc. for the Project shall be included in the Team either through the Experts specified below or through other Professional experts, as necessary.

The individuals so nominated shall be classified as:

(a) Port / Oil and Gas Sector Expert -cum-Team Leader (“the Team Leader”)

Educational Qualification : Graduate in Civil / Mechanical Engineering
 Essential Experience : 10 years in planning, project preparation and design of Floating storage Re-gasification projects
 Job responsibilities : He will lead, coordinate and supervise the multidisciplinary team. It will be his responsibility to guide the team in arriving at solutions within the constraints specified in this document.

(b) Technical Expert

Educational Qualification : Graduate in Chemical/Environmental/ structural Engineering
 Essential Experience : 10 years in analysis and design of Floating storage Re-Gasification units/structures
 Job responsibilities : He will be responsible for design of the FSRU structures including pipe lines, storage systems, Transportation of the project facilities and services

(c) Environmental cum-Safety and Handling of Hazardous cargo Expert

Educational Qualification : Graduate in any Engineering discipline with post graduate in safety management
 Essential Experience : 7 years in surveys and studies, safety facilities, handling of Handling of Hazardous cargo etc. on Port projects

Job responsibilities : He will be responsible for assessment of Environmental cum-Safety and Handling of Hazardous cargo on the Project, safety devices etc

(d) Financial Expert

Educational Qualification : Chartered Accountant / ICWA
 Essential Experience : 7 years in financial analysis and modeling of infrastructure projects
 Job responsibilities : He will be responsible for financial analysis and modeling of the Project

(e) Expert in oil and Gas Industries

Educational Qualification : Graduate in petroleum/ chemical Engineering
 Essential Experience : 7 years in oil and gas Field
 Job responsibilities : He will responsible for designing the parameters proposed in the FSRU related aspects

The Experts would need to be involved in providing the Services and would need to be present at all important meetings with V.O.Chidambaranar Port Trust.

Scores will be allotted to each of the experts based on the experience of the experts. The Bidder in their letter head, for each expert proposed shall declare that the experts proposed are satisfying the qualifying and experience criteria in all respects. The Declaration is in the form of CV attached as **Annexure-3A**. Each expert must satisfy the above criteria on Educational qualification and essential experience.

A bid shall be rejected if the Team Leader or any two of the remaining Key Personnel does not satisfy the above criteria. In case the Selected Bidder has one Expert, other than the Team Leader, who does not satisfy the above criteria, he would have to be replaced with a better candidate who, in the opinion of the Authority, would satisfy the criteria before issue of Letter of Award.

3.2.6 Approach & Methodology:

The Bidder would be required to furnish the following as part of their Technical Bid for the Project:

a) Understanding of Terms of Reference

Under this item, the Bidder should provide a brief description of their understanding of the scope of the Services and the Terms of Reference.

b) Recommended Approach

The Bidders should give a write-up on the recommended approach for the Project (Note should not be more than 3 pages).

c) Proposed Methodology

The Bidders should provide their proposed methodology for implementation of the Project.

d) Work Plan

The Bidders should provide a work plan covering each of the activities pertaining to the Project.

3.3 V.O.Chidambaranar Port Trust would evaluate each item of Approach & Methodology and assign an appropriate score for every Bidder based on its evaluation.

3.4 Presentation:

V.O.Chidambaranar Port reserves the right to invite the Bidder any number of times to make a presentation covering the details of the technical bid to V.O.Chidambaranar Port Authorities and Ministry of Shipping, in case of requirement.

3.5 Successful Bidder:

3.5.1 The Bidder scoring highest Total Composite Score would be declared as the successful Bidder. In case of Bidders having the same Total Composite Score, the Bidder with the higher Total Technical Score would be declared as the successful Bidder.

3.5.2 The Successful Bidder shall be the first ranked Bidder (having the highest composite score).

SECTION- IV

GENERAL CONDITIONS OF CONTRACT

4.1 Commencement and Completion of Assignment:

The successful Bidder shall commence the work as per clause 2.10 and completed within 90 from the date of issue of work order.

4.2 Care and diligence:

The Bidder shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Port for the proper, efficient and effective execution of their duties.

4.3 Taxes & Duties:

The selected Consultant shall pay all taxes, GST, levies, duties which they may be liable to pay to State Govt. of Tamil Nadu and Government of India or other authorities under any law for the time being in force in respect of or in accordance with the Preparation of TEFR. The Consultant shall further be liable to pay such increase in the taxes, GST, levy, duty etc., under the existing law or which may be liable as a result of introduction of any law. Increase in taxes, levy, duty etc., or imposition of new taxes, levy, duty etc., shall not be ground or an excuse for not completing the Assignment within stipulated time nor a ground or an excuse for claiming any extra or additional costs nor a ground or an excuse for extension of time for completing the Preparation of TEFR. All such payments to be made by the Consultant are deemed to have been included / considered while quoting your offer.

4.4 Confidentiality:

The Consultant shall treat all the documents and information received from the Port and all other related documents/communications in confidence and shall ensure that all who have access to such material shall also treat them in confidence. The Consultant shall not share any such information unless V.O.Chidambaranar Port Trust acceptance in advance in writing. The Consultant

further shall return all the documents received from V.O.Chidambaranar Port Trust from time to time after completion of the work related to those documents.

4.5 Suspension:

The Port may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder, if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension. The payment will be regulated as per Clause (vi) of 2.34.

4.6 Termination:

4.6.1 By the Port

The Port may terminate this Contract in case of the occurrence of any of the events specified hereunder.

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 4.5 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Port may have subsequently approved in writing.
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultant fails to comply with any decision of the Port OR mutual discussion made between Consultant and Port.
- d) If the Consultant, in the judgment of the Port, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) Any representation made or warranties given by the Consultant under this agreement is found to be false or misleading.

- f) If the Consultant submits to the Port a false statement which has a material effect on the rights, obligations or interests of the Port.
- g) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Port.
- h) If the consultant fails to provide the quality services as envisaged under this contract or correct the default within the time specified by the Port. The Port will make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing.
- i) If the Port, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
In such an occurrence, written notice of termination shall be given without any notice period to the Consultant. In such occurrence the Performance Security deposited by the Consultant is subject to be forfeited.
- j) In case of termination of contract by the employer for any administrative reasons, the payment at actuals will be regulated as per Clause (vi) of 2.34.

4.6.2 By the Consultant:

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Port, in case of the occurrence of any of the events specified below.

- a) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- b) If the Port is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Port of the Consultant's notice specifying such breach.

In such occurrence, the Performance security and Security Deposit will be returned by the Port to the Consultant.

4.6.3 Cessation of Rights and Obligations:

Upon termination of this Contract pursuant to **Clauses 4.6.1 & 4.6.2** hereof, or upon expiration of this Contract pursuant to **Clause 2.8** and **Clauses 2.6 & 2.7** hereof, all rights and obligations of the Parties hereunder shall cease,

except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in **Clause 2.11** hereof, and (iii) any right which a Party may have under the Law.

4.6.4 Cessation of Services:

Upon termination of this Contract by notice of either Party to the other pursuant to **Clauses 4.6.1 & 4.6.2** hereof, the Consultant shall, immediately upon receipt or dispatch of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant the Consultant shall proceed as provided, by **Clause 4.6.5** hereof.

4.6.5 Documents Prepared by the Consultant to be the Property of the Port:

All plans, reports, other documents and software prepared, if any, by the Consultant for the Port under this Contract shall become and remain the property of the Port, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Port, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Port and the Port reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the "Port's" prior written approval to such agreements, and the Port shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

4.7 Procedure and Payment upon Termination:

- (a) Upon termination of the Contract under **Clause 4.6.1** on receipt of notice of termination under **Clause 4.6.2** on giving notice of termination under **Clause 4.6.2** the Consultant shall take immediate steps to stop the Services in a prompt and orderly manner and reduce losses and to keep further expenditure to a minimum.

- (b) Upon termination of the contract pursuant to **Clause 4.6.1 (g), (h) or 4.6.2**, the Consultant shall be entitled to be reimbursed such pro-rata cost as per **Clause 4.11** as shall have been duly incurred prior to the date of such termination.
- (c) If the agreement is terminated pursuant of **Clause 4.6.1 (a) to (j)**, the consultant shall be entitled to receive payment as per Clause (vi) of 2.34.

4.8 Force Majeure:

- (a) If either party is temporarily unable by a reason of Force Majeure or the laws or regulations of India to meet any of its obligations under the contract, **and if such party** gives to the other party written notice of the event within 14 days (fourteen days) after its occurrence, such obligations of the party as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues for a maximum period of 60 (Sixty) days.
- (b) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event referred to in clause (a) above or delays arising from such event.
- (c) The term “**Force Majeure**” as employed herein, shall mean including but not limited to “Act of God, Strike, Lock-outs or other Industrial Disturbances, Insurrection, Riots, Epidemics, Land Slides, Earth quakes, Storms, Lightening, Floods, Wash Outs, Civil Disturbances, Explosions and any other similar event not within the control of either party, and which, by the exercise of due diligence, neither party is able to overcome.

4.9 Responsibility of Consultant during the Assignment:

Apart from the defined Scope for the consultant, during the validity period, the Consultant may be required to assist the V.O.Chidambaranar Port Trust in obtaining necessary statutory approvals/clearances from the Government of India / competent authority including answering queries, if any, attending meeting with the Government departments wherever required in connection with the study. For attending such meetings alone, at locations other than Tuticorin, the participating one expert along with one assistant of the Consultants shall be paid their expenditure on travel and boarding & lodging as per actual in addition

to their quoted price. *The above said Travel, boarding and Lodging will be restricted to Economy Class.*

4.10 Facility/ies to be made available to Consultants:

V.O.Chidambaranar Port Trust will not provide office accommodation or any other facilities to the Consultants. Consultants shall make their own arrangements and cost for the same shall be deemed to be included in their offer.

4.11 Laws governing the Contract:

In case of any dispute between V.O.Chidambaranar Port Trust and the Consultant, all reasonable efforts shall be made for an amicable settlement in the first instance. Unresolved disputes between the Consultant and the Port shall be resolved in accordance with provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications thereto. This contract shall be governed by the Indian Laws in force and any proceeding relating to this contract shall be filed or taken by the contractor to a Court of Law only in Tuticorin.

4.12 Terms of Payment:

The Consultant shall be paid the awarded lump sum fee/charges for providing the Consultancy services against the deliverables as follows:

(i)	On acceptance by Port of Inception Report within 7 days from the date of signing of agreement.	---
(ii)	On acceptance by Port of Draft Feasibility Report within one month from 15 th day of date of work order.	30 % of amount quoted + G.S.T.
(iii)	On acceptance by Port of Draft Final report within 45 days from 15 th day of date of work order.	50 % of amount quoted + G.S.T.
(iv)	On acceptance by Port of Final Feasibility Report within 90 days from the date of issue of work order.	20% of amount quoted + G.S.T.
	Total	100 %

Note:

- (i) Each payment will be made in Indian Rupees only on acceptance of each stage as indicate below.
- (ii) All the documents / reports including primary data shall be compiled, classified and submitted by the Consultant to V.O.Chidambaranar Port Trust in hard / soft form apart from the documents mentioned elsewhere in this document.
- (iii) In the event of discontinuance of the contract during currency of the assignment, the payment due shall be paid as assessed by the Employer and Employer's decision in this regard shall be final.
- (iv) Excludes the time taken by the Authority in providing its comments on Draft Report. [(iii) & (iv)]
- (v) Final 20% will be released after issue of completion certificate by the Chief Mechanical Engineer.

4.13 Completion Certificate:

A Completion Certificate will be issued by the Employer on completion of all the tasks and submission of all reports/documents as indicated in scope of work and Terms of Reference and other conditions to this bid document to the satisfaction of the Port.

4.14 Obligations of the Consultant:

Port requires that Consultants provide professional, objective, and impartial advice and at all times hold the Port's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

4.15 Standard of Performance:

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall

always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Port, and shall at all times support and safeguard the “Port’s” legitimate interests in any dealings with Sub- Consultants or Third Parties.

4.16 Conflict of Interests:

The Consultant shall hold the “Port’s” interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Port and seek its instructions.

4.17 Consultant not to benefit from Commissions, Discounts etc:

- (a) The payment of the Consultant pursuant to **Clause 4.12** shall constitute the Consultant’s only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Port on the procurement of goods, works or services, the Consultant shall comply with the Port’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Port. Any discounts or commissions obtained by the Consultant in the exercise of such procurement/works responsibility shall be for the account of the Port.

4.18 Consultant and Affiliates Not to Engage in Certain Activities:

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than

consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

4.19 Prohibition of Conflicting Activities:

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

4.20 Deliverables:

The Consultant shall deliver the following deliverables (the "Deliverables") during the course of this Consultancy. The Deliverables shall be so drafted that they could be given to the prospective bidders for guidance in preparation of their bids.

1	Inception Report	10 Copies
2	Draft feasibility report :	15 copies
3	Final feasibility report	30 copies
4	Final Executive summary	30 copies

- The soft copies of the reports shall be submitted in the form of CD / DVD in editable and non-editable formats to the Authority.
- CD should contain full details of cost revenue calculations in editable formats
- The size of drawings shall be in A-3 and A-1 and the soft copies of each drawing shall be made in Auto Cad and submitted to the authority in editable format.
- The consultant shall prepare a walkthrough presentation with the Final Report.
- The Consultant shall not provide any disclaimer statement in any of the above stated reports. (Document).

4.21 Integrity Pact:

It is a specific requirement for considering the bid that the Bidders should sign and submit an "Integrity Pact" to be executed between the bidder

and V.O.Chidambaranar Port Trust along with the bid in a separate envelope superscribed “Integrity Pact”. Bids not accompanied by a duly signed “Integrity Pact” shall be liable for rejection. The format of the Integrity Pact is enclosed as **Annexure-6**.

4.22 E-Payment:

Payments due to the Consultant may, if so desired by him be made to the bank instead of direct to him, provided that the Consultant furnishes to the Engineer-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payments and (2) his own acceptance of the correctness of the account made out as being due to him by Port or his signature on the bill or other claim preferred against Port before settlement by the Engineer-in-Charge of the account or claim by payment to the Bank. While the receipt given by such banks shall constitute a full and sufficient discharge for the payment the Consultant should, wherever possible present his bills duly receipted and discharged through his bankers. Nothing here contained shall operate to create in favor of the bank any rights or equities vis-à-vis the Board.

The date on which e-payment to the Consultant by the Port will be considered as the date of payment for all purposes. Delay in making such payments by the Port due to exceptional circumstances shall not nullify or vitiate in any way or other the conditions of the contract and the Consultant shall have no claim on this account.

The Engineers may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and shall have power to withhold any certificate if the work or any part thereof is not being carried out to his satisfaction. Balance payment will be released on completion of work to the satisfaction of Engineer's Representatives. No claim will be entertained by the Port in this account

For the e-payment, Port has made working arrangements with the following Bankers:

- a) State Bank of India, Main Branch, Tuticorin.

b) Indian Overseas Bank, Tuticorin Harbour Branch.

The arrangements designed to work are as follows:

1. The amount due to the payee will be intimated to the Port Bankers in the form of Electronic messages.
2. The Bank will arrange to credit the amount to the parties account through electronic transfer failing which by other modes.
3. If the payee's account is with any of the computerized & net worked branches of the above named Banks, the amount due to the payee will be credited to the payee instantly without payment of Bank charges.
4. In no cases, payment will be made by means of Cheque/ DDs.

The details as per **Annexure- 7** shall be given by the bidder in connection with e-payment.

SECTION - V

SCOPE OF CONSULTANCY SERVICES

5.1 The scope of services (Scope) shall cover the work comprehensively taking into account all standards, all technical feasibility, market demand and all other relevant and related details, and to cover all areas comprehensively: The scope of work listed below is not exhaustive:

- i. Need for the project
- ii. Demand assessment, Market Study on cargo forecast and project capacity.
- iii. Engineering surveys, technical feasibility, investigations, Layout & location for Setting up Floating LNG Storage/ Re-Gasification Unit at V.O.Chidambaranar Port Trust to discharge of LNG, re-gasification, storage for the required period and further supply/transportation through pipelines, smaller vessels, bunkering vessels or trucks from VOCPT to other different locations.
- iv. To analyse Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust, considering the project capacity to be handled, berth capacity, land/waterfront requirement and other equipments needed for Setting up Floating LNG Storage/ Re-Gasification Unit in detail.
- v. The model in which the project to be implemented is Land license.
- vi. The feasibility along with Design layout and routing for setting up Floating LNG Storage/ Re-Gasification Unit system, detailed cost estimates for providing entire unit from a suitable berth / any other suitable location from VOCPT to the proposed FSRU.
- vii. Preliminary designs of project facility and services with various options for Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust along with the details of entire facility to be deployed.
- viii. The changes in the traffic potential in V.O.Chidambaranar Port by setting up of FSRU.
- ix. The requirement of maximum period to complete the Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust and proposed license period based on feasible economic analysis.

- x. The applicable permits, licenses/clearances etc. required for construction and operation of the project from time to time by considering top priority to safety.
- xi. Details of statutory clearances to be obtained including tie-in connectivity for evacuating re-gasified LNG into the National Natural Gas Grid or any other mode.
- xii. Since the cargo is hazardous nature, the study on obtaining adequate third party/public liability insurance as per law/good industry practice.
- xiii. Study should comply with the requirement of “The Petroleum and Natural Gas Regulatory Board (Technical Standards and Specifications including Safety Standards for Liquefied Natural Gas facilities) Regulations 2018”.
- xiv. Performance Standards and any additional Safety Standards whatever required.
- xv. Study the regulations to be notified for minimum distance to be maintained from LNG operating ship to turning circle channel and basin and the safety aspects with regard to the existing jetty/berth for LNG operation.
- xvi. If any additional facilities is required to complete the project for Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust, the feasibility of providing the entire facility as a composite one in order to monitor the entire project facility efficiently in future.
- xvii. Preparation of Schedules for Modification and / or Utility Relocation Plans
- xviii. Preparation of indicative BOQ and Cost Estimates for all the options.
- xix. Establishing the Technical feasibility, Legal Impact and Financial Viability of the Proposal.
- xx. Preparation of Final Feasibility report.
- xxi. Assist the Authority in clarifying the query raised on the Detailed Feasibility Report by the Ministry /Tariff Authority of Major Ports and any other Statuary bodies.

Some of these services are briefly explained hereunder:

A. Inception Report.

On commencement of the Consultancy, the Consultant shall submit an Inception Report. The Inception Report shall include the Consultant's

submissions towards understanding of the document and Methodology and Work Plan to cover the entire scope of work as per **Clause 5.1.**

- B. Market surveys and demand assessment to ascertain project capacity.**
- C. Engineering surveys and investigations as per Clause 5.2**
- D. Initial Environmental Examination as per Clause 5.3**
- E. Preliminary designs and Project cost as per Clause 5.4 & 5.5**
- F. Financial analysis as per Clause 5.6**

5.2 Engineering surveys and investigations:

- i. Engineering surveys & drawings for Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust. Civil and structural works including layout of pipe lines from berth to proposed FSRU Unit.
- ii. The suitability of existing berths or any other locations inside port area.
- iii. Land/Waterfront requirement
- iv. Any tests to be conducted at the location.
- v. Detailed Engineering calculations for laying of all the facilities towards setting up Floating LNG Storage Unit.

5.3 Initial Environment Examination (IEE):

IEE should be carried out as part of this Detailed Feasibility Report. Thus it can assure that the Project will be environmentally feasible. The general objectives of IEE study should at least cover the following:

- i. to provide information about the general environmental settings of the project area.
- ii. to provide information on potential impacts of the project and the characteristic of the impacts, magnitude, distribution and their duration.
- iii. to provide information on potential mitigation measures.
- iv. to provide basic information for formulating management and monitoring plan.

5.4 Preliminary designs:

- i. The Consultant shall arrive at the preliminary designs of various components of the Project keeping in view the Setting up Floating LNG Storage Unit including discharge of LNG, re-gasification, storage for the required period

and supply/transportation through pipelines, smaller vessels, bunkering vessels or trucks to the importer/end users at V.O.Chidambaranar Port Trust with various options by considering along with the layout of pipelines, equipments to be deployed and requirements of the Authority and Generic structure of the Detailed Feasibility Report as published by Ministry of Finance and the scope of services described in this document. It shall be responsible for the accuracy of the physical details such as alignment, including safety devices, utilities, service lines, structures, etc. The layout and preliminary designs shall be supplemented with explanatory drawings, statements, charts, notes as necessary.

- ii. Since the cargo is hazardous nature, the study on obtaining adequate third party/public liability insurance as per law/good industry practice.
- iii. Study should comply with the requirement of “The Petroleum and Natural Gas Regulatory Board (Technical Standards and Specifications including Safety Standards for Liquefied Natural Gas facilities) Regulations 2018”.

5.5 Project cost:

The Consultant shall work out indicative BOQ for the following:

- Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust along with all the pipe line layout, equipments to be deployed and services with different optional locations, considering the existing berth/ oil jetty with transportation facility for the various options considered.
- Any other alternative plans for Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust including cost of various components for product handling equipments at berth, pipe line layout, plant layout, equipments to be erected in the plant and all other facilities to be envisaged in the unit including civil structural members.
- To prepare cost estimates of the Project with a break up of cost for each options and its component separately. To the construction cost so arrived at, the Consultant may add appropriate percentage thereof as a lump sum provision for physical and price contingencies, interest during construction and other financing costs, preconstruction expenses etc.

5.6 Financial analysis:

i. Detailed financial analysis is required to be undertaken by the Consultant.

- The feasibility on Setting up Floating LNG Storage Unit project facilities with respect to the following:-
- To analyse the capital cost involved in Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust.
- The impact of Setting up Floating LNG Storage Unit with respect to technical feasibility, legal issues, statutory requirements in terms of financial implications involved in the proposal.
- The scenario of traffic potential to the operator by Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust.
- The additional revenue from Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust and the likely tariff leviable as per up-front tariff policy guidelines in force.

Further, the Consultant shall provide the estimated construction costs, operation and maintenance costs, revenues etc., as part of its financial analysis and appraisal of the Project. The Consultant shall, also provide an assessment of the financial viability of the Project with a view to estimating the likely Internal Rate of Return (IRR) over a concession period of 10 years, 20 (twenty) years, 25 (twenty five) years and 30 (thirty) years respectively with appropriate assumptions and justifications. It shall also provide assistance during the Process of obtaining approval from the Ministry of Shipping / Government agencies. The Consultant shall make realistic assumptions about the Project and the resulting revenue streams with a view to making an assessment of the capital cost that can be sustained by such revenues. For this purpose, the Consultant shall undertake thorough Market survey and demand and capacity assessment and a topographic survey if required, to identify geometric improvements required etc. The consultant firm has to carry out market survey, Demand and capacity assessment based on the existing trade scenario w.r.t the optimal utilization of the proposed FSRU unit and scope of work as indicated in Section 5 of Proposal document.

The project components should be so formulated as to make the project viable. In determining its aforesaid strategy, the Consultant shall also seek the

advice of the Authority. In the event that a viable project does not seem feasible, the Consultant shall not proceed with the Consultancy and the same shall stand terminated.

ii. While undertaking the financial analysis and projecting the IRR, the following assumptions shall be adopted:

- a. Capital cost shall be adopted as per estimates of construction cost to which appropriate per cent shall be added for physical and price contingencies, interest during construction, other financing costs etc;
- b. Debt equity ratio may be assumed as 70:30;
- c. O&M costs may be assumed as per norms;
- d. The construction period for setting up of entire FSRU Unit may be fixed by reference to the year in which the Project facilities are commenced for operation.
- e. Likely tariff and Revenue anticipation thereof.

iii. The Consultant shall:

- a. Calculate the Net Present Value (NPV) w.r.to 12% discount factor in and IRR (Project and Equity) for the Authority and the selected Concessionaire for the Project. It will undertake sensitivity analysis by identifying the most critical factors and determine their impact on the IRR, including varying project costs and benefits, implementation period, and combinations of these factors; and
- b. Conduct a risk analysis by considering the possible values for key variables based on records, and their occurrence probability.
- c. Prepare Financial Viability reports of the project to be under taken through DBFOT on PPP mode of implementation.

5.7 If the IRR of the Project, based on the aforesaid calculations is less than 12% (twelve per cent), an effort should be made to reduce the capital costs in consultation with the Authority. This may be done either by omitting/ modifying some of the proposed structures / facilities or by phasing them after a suitable period, such that the IRR reaches a minimum of 12% (twelve per cent).

5.8 GENERIC STRUCTURE OF THE TECHNO-ECONOMIC FEASIBILITY REPORT

1. **Context / Background:** This should provide a brief description of the sector / sub-sector, the national priority, strategy and policy framework as well as a brief description of the existing situation.
2. **Problems to be addressed:** This section should elaborate the problems to be addressed through the project / scheme at the local / regional / national level, as the case may be. Evidence regarding the nature and magnitude of the problems should be presented, supported by baseline data / surveys / reports. Clear evidence should be available regarding the nature and magnitude of the problems to be addressed.
3. **Project Objectives:** This section should indicate the Development Objectives proposed to be achieved, ranked in order of importance. The deliverables / outputs for each Development Objective should be spelt out clearly. This section should also provide a general description of the project.
4. **Target Beneficiaries:** There should be clear identification of target beneficiaries. Stakeholders analysis should be undertaken, including consultation with stakeholders at the time of project formulation. Options regarding cost sharing and beneficiary participation should be explored and incorporated in the project. Impact of the project on weaker sections of society, positive or negative, should be assessed and remedial steps suggested in case of adverse impact.
 - i. **Project Strategy:** This section should present an analysis of alternative strategies available to achieve the Development Objectives. Reasons for selecting the proposed strategy should be brought out. Involvement of NGOs should be considered. Basis for prioritization of locations should be indicated (where relevant). Options and opportunity for leveraging government funds through Public-Private Partnership must be given priority and explored in depth.
 - ii. **Legal Framework:** This sector should present the legal framework within which the project will be implemented and strengths and weakness of the legal framework in so far as it impacts on achievement of project objectives.

- iii. **Environmental Impact Assessment:** Environmental Impact Assessment should be addressed, wherever required and measures identified to mitigate adverse impact.

EIA study is not required. However, the consultant may address the preliminary Environmental Impact of the project in the report.

The consultant shall also examine the environmental effects and mitigation as per the requirement of the project and rules and regulations of MoEF to be adhered during the study.

- iv. **On-going Initiatives:** This section should provide a description of ongoing initiatives and the manner in which duplication will be avoided and synergy created through the proposed project.
- v. **Technology Issues:** This section should elaborate on technology choices, if any, evaluation of options, as well as the basis for choice of technology for the proposed project.
- vi. **Management Arrangement:** Responsibilities of different agencies for project management and implementation should be elaborated. The organization structure at various levels as well as monitoring and coordination arrangements should be spelt out.
- vii. **Means of Finance and Project Budget:** This section should focus on means of finance, evaluation of options, project budget, cost estimates and phasing of expenditure. Options for cost sharing and cost recovery (use charges) should be considered and built into the total project cost. Infrastructure projects may be assessed on the basis of the cost of debt finance and the tenor of debt. Options for raising funds through private sector participation should also be considered and built into the project cost.
- viii. **Time Frame:** This section should indicate the proposed 'Zero' date for commencement and also provide a PERT / CPM chart, wherever relevant.
- ix. **Risk Analysis:** This section should focus on identification and assessment of project risks and how these are proposed to be mitigated. Risk analysis could include legal / contractual risks, environmental risks, revenue risks, project management risks, regulatory risks, etc.

- x. **Evaluation:** This section should focus on lessons learnt from evaluation of similar projects implemented in the past. Evaluation arrangements for the project, whether concurrent, mid-term or post-project should be spelt out. It may be noted that continuation of projects / schemes from one Plan period to another will not be permissible without an independent, in depth evaluation being undertaken.
- xi. **Success Criteria:** Success criteria to assess whether the Development Objectives have been achieved should be spelt out in measurable terms. Base-line data should be available against which success of the project will be assessed at the end of the project (Impact assessment). In this regard, it is essential that base-line surveys be undertaken in case of large, beneficiary-oriented projects. Success criteria for each Deliverable / Output of the project should also be specified in measurable terms to assess achievement against proximate goals.
- xii. **Financial and Economical Analysis:**
 - a) Financial and economic analysis of the project is to undertaken showing FIRR and EIRR for the whole project and distinctly for Public Private Partnership projects envisaged in the scope and also considering the proposal of Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust. The sensitivity analysis with respect to risks and other factors are required to the addressed.
 - b) To analyse the risk reward equation of the stakeholders (VoCPT and PPP investor, bankers and port users) in Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust ,the resultant changes in the project scope , project economics and structure from the existing position of the project before and after shifting.
 - c) Carry out sensitivity analysis on project viability considering the possible variations in project cost, traffic forecast, revenue sharing and period of completion.
 - d) To explore the legal implications in Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust w.r.t the requirement of Statuary bodies and need to comply with.

e) Financial model (base case, best case and worst case scenarios) for the proposed project in Setting up Floating LNG Storage Unit by indicating it's profitability and cash stating clearly the assumptions project cost, timeline, project cargo handling capacity in tons and assumptions behind capacity, traffic volume expected, Tariff and cost assumptions through the financial and technical experts engaged for this project and to prepare the financial model.

xiii. Sustainability: Issues relating to sustainability, including stakeholder commitment, operation and maintenance of assets after project completion, and other related issues should be addressed in this section.

Note: Requirement of the EFC / PIB format may also be kept in view while preparing the TEFR

SECTION - VI

TERMS OF REFERENCE

1. The scope of a Floating Storage Re-gasification Unit (FSRU) includes discharge of LNG, re-gasification, storage for the required period and supply/transportation through pipelines, smaller vessels, bunkering vessels or trucks to the importer.
2. Study the technical parameters, facilities and conditions of existing oil jetty & other berths to ensure effective handling operations through, by opting correct cargo handling equipments at berth, entire pipe line layout and other auxiliary systems from berth to Proposed storage unit, unloading and loading facilities at berth and storage unit, specification, type and number of equipments required for such facilities, O & M Plan and future development plans.
3. To ascertain project capacity for Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust with various options/locations for storage unit facility (FSRU).
4. To explore the feasibility plan for the Project facilities with various options.
5. The various innovative mechanisms shall be explored appropriately to ensure maximum utilization of the Oil Jetty/ berth and handing equipments, storage devices and its capacity in order to reduce the turnaround time of the vessel by way of quick evacuation methods.
6. Address the required developments in detail including all Civil, Mechanical, Electrical and Marine Structures applying the latest technologies to make the storage unit facilities and allied facilities as commercially and economically viable.
7. If the consultancy firm is not having experience in Design, Construction and commissioning of such work, the consultant shall engage any other firms who have Expert knowledge in Design, Construction and commissioning of Floating Storage Re-Gasification Units anywhere in India/ Abroad in Ports or other Industries.
8. The following parameters should be analyzed properly and data's to be furnished.
 - (i) To furnish plan for Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust and proposed layout of the entire unit/ system.
 - (ii) To furnish the plan for deploying all the equipments envisaged in the proposed Floating LNG Storage Unit.

- (iii) To explore the feasible plan for the pipe line Layout & Project facilities with various options for Setting up Floating LNG Storage Unit from the respective berth to proposed storage unit location.
- (iv) To find out the suitability of existing oil jetty/ any other berth for handling LNG and to suggest a suitable location for setting up storage unit and all other equipments/ facilities to be envisaged in the proposed project for re-gasifying LNG to supply gas for the end users.
- (v) To suggest suitable equipments to be deployed at berth and the proposed storage unit.
- (vi) To ascertain project capacity and Type, Size and specifications of all the equipments involved in the project for handling LNG.
- (vii) Complete details of allied machineries & equipments to be installed in the proposed project locations at berth and storage unit.
- (viii) Land/waterfront requirements
- (ix) Mode of Power system for operating the proposed equipments.
- (x) Cost of all the proposed equipments including all the engineering facilities to be envisaged.
- (xi) Since the cargo is hazardous nature, the study on obtaining adequate third party/public liability insurance as per law/good industry practice.
- (xii) Study should comply with the requirement of “The Petroleum and Natural Gas Regulatory Board (Technical Standards and Specifications including Safety Standards for Liquefied Natural Gas facilities) Regulations 2018”.
- (xiii) Performance Standards and any additional Safety Standards whatever required.
- (xiv) Study the regulations to be notified for minimum distance to be maintained from LNG operating ship to turning circle channel and basin and the safety aspects with regard to the existing jetty/berth for LNG operation.
- (xv) List of statutory clearances required for the construction, erection & commissioning of proposed project and all its allied facilities and authorities from whom the statutory clearance to be obtained.
- (xvi) Electrical power demand for the entire project facility to be envisaged at berth storage unit and the entire pipe line system.

- (xvii) Approaching road and other facilities to be envisaged for the maximum utilization of all the cargo handling equipments proposed in the project.
- (xiv) The study shall cover the internal road facilities for laying the entire pipe line route, utilization of water front area, unloading and loading plan at storage unit.
- (xv) Preparation of cost estimate for the project including cost of all the cargo handling equipments and operating facilities proposed.
- (xvi) Phasing of expenditure proposed based on realistic implementation schedule for the project.
- (xvii) Prepare a detailed implementation plan including CPM/PERT/Gantt chart /Bar chart
- (xviii) Estimate of annual operation & maintenance cost and annual revenue earnings of the project based on the projected traffic/ optimal capacity of the berth, current scale of rates of the port and likely tariff and revenue anticipation thereon as required under TAMP guidelines.
- (xix) Estimate the project capital cost, financial viability cash flow and compute NPV, IRR and traffic structure for various services and project revenue from various income streams for all the options considered.
- (xx) To analyse the risk reward equation of the stakeholders (VoCPT and PPP investor, bankers and port users) in Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust ,the resultant changes in the project scope , project economics and structure from the existing position of the project before and after shifting.
- (xxi) Carry out sensitivity analysis on project viability considering the possible variations in project cost, traffic forecast, revenue sharing and period of completion.
- (xxii) To examine and furnish report on the Environmental & legal implications in Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust
- (xxiii) A Separate Executive Summary shall be prepared and submitted with Final Report

- (xxiv) The consultant shall make Power Point presentation while submitting their reports at each stage and a walk through presentation shall be made while submitting the Final Report before the authority.
- (xxv) The soft copies of all text, all financial workings, the Power Point presentation etc should be given in editable/non editable format and walk through presentation shall be handed over to the Port after making presentation.

SECTION - VII

SITE DATA

7.1 Location of Port:

V.O.Chidambaranar Port is located in the Gulf of Mannar, in Tamil Nadu State on the South East Coast of India, at latitude 08° 45' N and longitude 78° 13' E and approximately 160 Km on the North East of Kanyakumari and 129 Nautical miles from the International Sea route connecting far East main shipping with Western region.

7.2 Environmental Conditions:

7.2.1 Atmospheric Pressure

The mean atmospheric pressure reduced to MSL is 1010.70 milli bars and the monthly maximum observed mean Sea level pressure is 1014.00 milli bars.

7.2.2 Temperature

The mean of the daily maxima and minima are about 38° C and 26 ° C in summer and 28 ° C and 20 ° C in winter.

7.2.3 Relative Humidity

The maximum humidity are 52% and 81% during South West Monsoon and North East Monsoon respectively. The highest and lowest values of humidity will vary from 81% in winter to 61% in summer.

7.2.4 Rain fall

Tuticorin experiences rain from both South-west and North-East monsoons. The major quantum of spell occurs over the period from September to March. The average annual rainfall observed over a period of 37 years is about 610 mm. However; Tuticorin Port received the highest rainfall of about 1100 mm. In 1997 which was not witnessed in the past 50 years.

7.2.5 Wind

Monsoonic winds from N to ENE in the months of November to February with average wind speed of 27.5 km/ hr. and heavy land winds from west NW into WSW in the months of May to August with average wind speed of 29 km/h and maximum wind speed of 80 km/hr are predominant.

7.2.5.1 Deep Sea

The estimated wind speed exists around 25 km/hr in January, May and October, 15 km/hr in February, March and September, 5 to 15 km/hr in April and November, 35 km/hr in December, 25 to 55 km/hr in July and about 55 km/hr in June and August. Strong wind prevails during South West Monsoon as well as North East Monsoon. The wind direction predominantly vary between 60° - 90° during November to March 220° - 270° during May to September and 180° in April.

7.2.5.2 Shore

Morning wind prevailed about 10 knots during January - March, June, July, October and December and less than 5 knots during rest of the year. Evening wind was 10-15 knots throughout the year. Morning wind was from 20° in December to March and about 250° during rest of the year. Evening wind was 110° in December to March and 230° - 290° during the rest of the year.

7.2.6 Cyclone

Cyclones may occur during the North-East monsoon. Occurrence of cyclone at Tuticorin is not frequent. However, this Port experienced a direct hit of a cyclone during November, 1992. The highest wind speed recorded during the cyclone time was 113 km / hour from ESE direction. The Port also experienced during December, 2000 the shadow of a cyclone which crossed near Tuticorin, during which the maximum wave height recorded by the Data Buoy of NIOT placed off Tuticorin was 3.00 meter.

7.2.7 Wave

National Institute of Ocean Technology has deployed one shallow water wave rider buoy to collect physical oceanographic information off Tuticorin Port. Wave information collected by this buoy has been analyzed and a one year data has been prepared. The wave height, wave period and wave directions are shown in the Table 1 to 3.

1. The peak wave heights are observed during the mid of May and August of the order of 2.2 m and during December of the order of 1.5 m.
2. The peak wave period is 9 s with the wave approaching from South of South East.

3. The Peak wave heights of 1.75 m and 2.25 m are observed from the waves approaching from East and South directions respectively.
4. The wave directions vary from about 45° (North east) to 225° (South West).

Table-1: Frequency analysis of Wave Height

Wave Height Range (m)	Number of Occurrences	% of Occurrences	Cumulative % of Occurrences
<0.2	0	0.0	0.0
0.2-0.4	5	0.2	0.2
0.4-0.6	158	5.6	5.8
0.6-0.8	817	28.7	34.5
0.8-1.0	646	22.7	57.2
1.0-1.2	621	21.9	79.1
1.2-1.4	266	9.4	88.5
1.4-1.6	228	8.0	96.5
1.6-1.8	77	2.7	99.2
1.8-2.0	20	0.7	99.9
>2.0	4	0.1	100.0

Table-2: Frequency analysis of Wave Period

Wave Period (s) Range	No. of Occurrences	% of Occurrences.
<2.5	0	0.0
2.5-3.0	7	0.2
3.0-3.5	252	8.9
3.5-4.0	633	22.3
4.0-4.5	398	14.0
4.5-5.0	575	20.2
5.0-5.5	345	12.1
5.5-6.0	236	8.3
6.0-6.5	151	5.3
6.5-7.0	117	4.1
7.0-7.5	72	2.5
7.5-8.0	31	1.1
>8.0	25	0.9

Table-3: Frequency analysis of Wave Direction from North

Wave Direction (°) Range	No. of Occurrences	% of Occurrences
<10	1	0.0
10-30	5	0.2
30-50	32	1.1
50-70	171	6.0
70-90	343	12.1
90-110	249	8.8
110-130	187	6.6
130-150	246	8.7
150-170	863	30.4
170-190	571	20.1
190-210	138	4.9
210-230	28	1.0
230-250	5	0.2
250-270	1	0.0
>270	0	0.0

7.2.8 Currents

The currents along the coast generally set with wind. Currents are weak ranging from 0.5 to 1.00 knot. The currents are southerly or northerly depending on the monsoon seasons.

7.2.9 Tide

The tide levels from Chart Datum at Tuticorin are given below.

Lowest Low Water Level	:	+ 0.11 m
Mean Lower low Water Springs	:	+ 0.25 m
Mean Low Water Springs	:	+0.29 m
Mean Low Water Neaps	:	+ 0.55 m
Mean Sea Level	:	+ 0.64 m
Mean High Water Neaps	:	+0.71 m
Mean High Water Springs	:	+ 0.99 m
Highest High Water Level	:	+ 1.26 m

Annexure-1

APPLICATION LETTER
(On the Letter head of the Bidder)

Date :.....

To

The Chief Mechanical Engineer,
V.O.Chidambaranar Port Trust,
Tuticorin, -628 004,
Tamilnadu, INDIA.

Sub: Preparation of “Techno-Economic Feasibility Report for the project of Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust” - Reg.

Sir,

Being duly authorized to represent and act on behalf of
(hereinafter referred to as “the Bidder”) and having reviewed and fully understood all of the requirements of the bid document and information provided, the undersigned hereby apply for the project referred above.

We are enclosing our Bid Document in one original plus one copy, with the details as per the requirements of the Bid Document, for your evaluation.

.....

Signature

(Authorized Signatory)

Annexure-2**CORPORATE INFORMATION OF BIDDER**

1. (a) Name:

(b) Country of incorporation:

(c) Address of the corporate headquarters and its branch office(s), if any, in India:

(d) Date of incorporation and/or commencement of business:

2. Details of individual(s) who will serve as the point of contact / communication for V.O.Chidambaranar Port Trust within the company:

(a) Name:

(b) Designation:

(c) Company:

(d) Address:

(e) Telephone Number:

(f) E-mail address:

(g) Fax Number:

3. Name, designation, address and phone numbers of authorized signatory of the Bidder:

Name:

Designation:

Address:

Phone No. :

Fax No. :

Annexure-2A**FINANCIAL CAPACITY OF THE BIDDER***(Refer Clause 3.1)*

Sl No	Financial Year	Annual Revenue (In Rs.)
1	2016-2017	
2	2017-2018	
3	2018-2019	

Certificate from the Statutory Auditor^{\$}

This is to certify that (name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

^{\$} In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

Note: Please do not attach any printed Annual Financial Statement.

Annexure-3**ELIGIBLE ASSIGNMENT DETAILS FOR EXPERIENCE****Assignment Number:-**

Assignment Name:		Location / Country of Firm:
Project Category <i>Refer instruction 4</i>		Professional Staff provided by your Firm/Entity:
Name of Entity for which the eligible assignment was undertaken: (Refer instruction 5)		Project Cost: (Refer instruction 6)
Address:		Nature of services provided:
Starting Date (Month/Year):	Completion Date (Month/Year): <i>(Refer instruction 3)</i>	Approx. Value of Services (in INR):
Name of Associated Consultants, if any:		No. of Professional Staff provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of the Project:		
Description of Actual Services provided by your Firm:		

Instructions:

1. Bidders are expected to provide information in respect of Eligible Assignments in this Section. The assignments cited must comply with the criteria specified in **Clause 2.4**.
2. Separate sheet should be filled for each of the eligible assignments.
3. For date of completion of the eligible assignment please refer **Clause 3.2.3** .
4. Project category shall necessarily comply with the criteria specified in **Clause 3.2.3**.
5. Entity shall mean the Port for whom the Bidders carried out the assignment and are required to provide the name and contact details of the person from the respective entity.
6. The project cost shall be more than **Rs.100 Crores**

Note: For all the Eligible Assignment, the Bidder shall provide a certificate from the entity for whom the eligible assignment is undertaken. V.O.Chidambaranar Port Trust reserves the right to seek supporting documents in respect of the Eligible Assignments from the Bidder.

Annexure-3A**(THIS CV SHOULD BE TYPED IN BIDDER'S LETTER HEAD)****Curriculum Vitae (CV) of Key Personnel**

Proposed Position :

Name of Personnel :

Date of Birth :

Nationality :

Educational Qualifications : (please refer Note 3 &4)

Total Experience in years :

Experience relevant to the proposed position : (please refer Cl.4.2.5)

Employment Record:

(Starting with present position, list in reverse order every employment held.)

List of projects on which the Personnel has worked :

(i) Name of project :

(ii) Description of responsibilities :

Details of the current assignment and the time duration for which services are required for the current assignment :

Estimated period of engagement in carrying out this project :

Certification:

1. I, the undersigned, certify that, my qualifications and my experience fully satisfy the essential experience criteria for my proposed position for this assignment as stipulated in Clause 3.2.5.
2. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
3. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Place.....

(Signature and name of the Key Personnel)

(Signature and name of the authorised signatory of the Bidder)

Notes:

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm. Photocopies will not be considered for evaluation.
3. Attach notarized / attested copy of the professional qualification certificate for each key personnel.
4. If the notarized / attested copy of professional qualification certificate is not furnished, such key person will not be considered for evaluation.

Annexure-4**SPECIMEN FORM OF BANK GUARANTEE BOND FOR PERFORMANCE SECURITY**

1. In consideration of the Chairman representing the Board of Trustees of V.O.Chidambaranar Port (hereinafter called "the Port") having agreed to exempt(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of Contract awarded in No..... dated made between andfor.....(hereinafter called "the said Agreement") of Performance Security for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs.....(Rupees.....only).
2. We,*.....(hereinafter referred to as "the Bank") at the request of(Contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said Contractor (s) of any of the terms and conditions contained in the said Agreement.
3. We,*do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our

liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

4. We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
6. We,*further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Mechanical and Electrical Engineering Department, V.O.Chidambaranar Port Trust certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank Guarantee we shall be discharged from all liability under this guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of the contractors renew or extend this guarantee for such further period or periods as the Port may require.
7. We,*further agree with the Port, that the Port shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said Contractor(s) and to forbear or

enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Port, or any indulgence by the Port to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

8. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
9. We, *.....lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Port in writing.
10. This guarantee is valid upto(period)

Dated the.....day of.....2020....
for*

* Indicate here the Name of the Bank

**Indicate here the period or

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Annexure-5**FORM OF AGREEMENT**

This agreement is made on the day of 2020 (Two Thousand and Twenty) between V.O.Chidambaranar Port Trust a body corporate under the Major Port's Act 1963, having its office at V.O.Chidambaranar Port, Tuticorin -628 004, hereinafter called the 'Port' of the one part and(Name of the Consultant) mailing address of Consultant herein after called 'The Consultant ' of the other part. Whereas the Port is desirous of certain tasks be performed viz. "Providing Consultancy services for Preparation of Techno-Economic Feasibility Report for Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust" and has accepted a proposal of the Consultant as referred in the assignment NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of Proposal Document hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz.
 - a. The proposed document for Preparation of Techno-Economic Feasibility Report for the project "Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust".
 - b. All amendments to the Preparation of "Techno-Economic Feasibility Report for the project of Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust" as issued by the Port prior to submission of bids, queries of Bidders, if any.
 - c. Award letter issued by the Port vide No..... dated and all correspondence exchanged between the Port and the Consultant up to the date of award letter as specifically referred to in the said award letter.
3. In consideration of the payment to be made by the Port to the Consultant as hereinafter mentioned the Consultant hereby covenants with the Port to execute and complete the works in conformity with in all respects with the provisions of the contract.

4. The Port hereby covenants to pay the Consultant in consideration of the completion of the works the Consultancy charges in the manner prescribed in the proposal document and accepted by the Consultant.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED: SIGNED, SEALED AND DELIVERED

By the said by the said

Name _____ Name _____

On behalf of the Consultant in the On behalf of the Consultant in the Presence
of : Presence of :

Name _____ Name _____

Address _____ Address _____

Annexure- 6**PROFORMA OF INTEGRITY PACT**

Between

The Board of Trustees of V.O.Chidambaranar Port trust hereinafter referred to as “The Principal”.

and

..... hereinafter referred to as “The Bidder / Contractor”

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for “Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust”. The Principal values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder/s and / or Contractor/s.

In order to achieve these goals, the Principal co-operates with the renowned international Non-Governmental Organization “Transparency International” (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the bid process and the execution of the contract for compliance with the principal mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the bid for, or the execution of a contract demand, take a promise for or accept, for him / herself or third person, any material or immaterial benefit which he / she is not legally entitled to,
2. The Principal will, during the bid process treat all Bidders with equity and reason. The Principal will in particular, before and during the bid process, provide to all

Bidders the same information and will not provide to any Bidder confidential / to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the bidder could obtain an advantage in relation to the bid process or the contract execution.

3. The Principal will exclude from the process all known prejudiced persons.
4. If the Principal obtain information on the conduct of any of its employees which is a criminal offence under the relevant Anti-corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder / Contractor

The Bidder / Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the bid process and during the contract execution.

1. The Bidder / Contractor will not, directly or through any other persons or form, promise or give to the Principal, to any of the Principal's employees involved in the bid process or the execution of the contract or to any third person any material or immaterial benefit which he / she is not legally entitled to, in order to obtain in exchange an advantage during the bid process or the execution of the contract.
2. The Bidder / Contractor will not enter with other Bidders into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness.
3. The Bidder / Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further the Bidder / Contractor will not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
5. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from bid process and exclusion from future contracts

- 1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section 2 or in any other from such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the bid process or to terminate the contract, if already signed, for such reason.
- 2) If the Bidder / Contractor has committed a serious transgression through a violation of Section 2 such as to put reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- 3) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the execution prematurely.
- 4) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the bid process prior to the award according to Section 3, the Principal is entitled to demand from the Bidder liquidated damages equivalent to 3% of the value of the offer.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand from the Contractor liquidated damages equivalent to 5% of the contract value.
3. If the Bidder / Contractor can prove that the exclusion of the Bidder from the bid process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor has to compensate only the damage in the amount proved. If the Principal can prove that the amount of the damage caused by the disqualification of the Bidder before contract award or the termination of the contract after contract award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of damages.

Section 5 - Previous Transgressions

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprises in India that could justify his exclusion from the bid process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the bid process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal Treatment of all Bidders / Contractors / Subcontractors

1. The Bidder / Contractors undertakes to demand from all subcontractors a commitment consistent with this Integrity Pact and to submit to the Principal before contract signing.
2. The Principal will enter into agreement with identical conditions as this one will all Bidders, Contractors and subcontractors.
3. The Principal will disqualify from the bid process all Bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders / Contractor / Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractors, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitute corruption, or if the Principal has substantive suspicion in this regard, the Principal will perform the Vigilance Office.

Section 8 - External Independent Monitor

- (1) The Principal appoints competent and credible external independent Monitor for this Pack. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson or the Board of the Principal.
- (3) The Monitor has the right of access without restriction to all Project documentation of the Principal. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is acceptable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractors / Subcontractors with confidentiality.
- (4) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (5) As soon as the Monitor notices; or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will regularly submit a written report to the Chairperson of the Board of the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it, it expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidder's 6 months after the contract been awarded.

Section 10 - Other Provisions

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal.

Annexure-7**E- PAYMENT FORM**

To
The Financial Advisor & Chief Accounts Officer,
V.O.Chidambaranar Port Trust
Tuticorin- 628004.

Sir,
We hereby give particulars for payment of the Works bill / Advance etc

Sl No	Particulars	
1	Name of the Consultant	
2	Address of the Consultant	
3	Name of the work for which payment is made	
4	Agreement dated : Work order No.	
5	Name of the bank in which Consultant operating account. Either with IOB or SBI or Any other bank (If it is other than IOB or SBI , bank commission plus postage will be deducted)	
6	Address of the Bank	
7	Branch Code No	
8	Type of Account (Whether SB A/c or Current A/c)	
9	Account No	
10	Pan No.	
11	Service Tax Registration No.	
12	Vat TIN No.	
13	Tax Payer Identification Number (TIN)	
14	IFSC- Code of the Bank No	

Yours Sincerely

(Signature of Consultant)

Annexure-8**FINANCIAL BID**

To
The Chief Mechanical Engineer,
V.O.Chidambaranar Port Trust,
Tuticorin, -628 004,
Tamilnadu, INDIA.

Sir,

Sub: Preparation of Techno-Economic Feasibility Report for the project “Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust” -Reg.

I / We have perused the entire proposal document including details Scope of work, Section-6 - Generic Structure of Techno-Economic Feasibility Report and Section 7- Terms of Reference, other conditions and am / are willing to undertake and complete the assignment as per terms and conditions stipulated in the proposal document.

Sl. No.	Scope of work	Amount in figures & words (In Rupees)
1	Preparation of Techno-Economic Feasibility Report for the project Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust [the rate inclusive of study, preparation of reports, drawings, incidentals, overheads, travelling expenses, printing and binding of reports, expenditure related to presentations to be made during the execution of the assignment, deliverables, hard and soft copies of the study in the form of CD or DVD, sundries, all taxes, all other items involving expenditure for execution of this assignment as mentioned above and all other conditions of the proposal document].	
2	GST(Rate in percentage and amount)	
	Total Amount	

(Total amount

Rupees.....

.....)

Note : GST will be paid on production of document proof of registration with Central Excise & GST Department only and complying with provision of GST Rules.

Seal :.....

Date :.....

Signature

Annexure-9

Notice Inviting e-Tender for the work **Preparation of Techno-Economic Feasibility Report for the project “Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust”**

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To

The Chief Mechanical Engineer,
V.O.Chidambaranar Port Trust,
Tuticorin - 4.

Sir,

Subject: Acceptance of Terms & Conditions of Tender for **Preparation of Techno-Economic Feasibility Report for the project “Setting up Floating LNG Storage Unit at V.O.Chidambaranar Port Trust”** - Reg.

Reference No: MEE-SE1MN-MEC-FSRU-V1-19

1. I / We have downloaded / obtained the tender document(s) for the above mentioned Tender/Work from the website(s) namely: _____ as per your advertisement given in the above mentioned website(s).
2. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / We shall abide hereby and agree the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by V.O.Chidambaranar Port Trust for the above subject work has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. I / We do hereby declare that our firm has not been blacklisted / debarred by any Govt. Department / Public Sector Undertaking.
6. I / We certify that all information furnished by me / us is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then V.O.Chidambaranar Port Trust shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder with Official Seal)