

# e-Request for Proposal (eRFP)

For

Engagement of a Consultant to undertake  
'Assessment for establishment of  
Floating Storage Regasification Unit (FSRU)  
at  
Major Ports'

Tender No. IPA/GAD/FSRU/2020  
Date: 28.05.2020



## **Indian Ports Association**

1st Floor, South Tower, NBCC Place  
B. P Marg, Lodi Road  
New Delhi - 110 003  
Ph No : 011-24369061/63; Fax No : 011-24365866  
Email – [tender.ipa@nic.in](mailto:tender.ipa@nic.in)

May 2020

**LETTER FOR ISSUE OF eRFP FOR THE**

**Engagement of a Consultant to undertake**  
**'Assessment for establishment of**  
**Floating Storage Regasification Unit (FSRU) at Major Ports'**

The set of eRFP document is issued to: .....

Name : .....

Address : .....

.....

IPA

Signature of the Officer issuing the RFP Document: .....

**Indian Ports Association  
New Delhi**

No. IPA/GAD/FSRU/2020

28/05/2020

**Engagement of a Consultant to undertake  
'Assessment for establishment of Floating Storage Regasification Unit (FSRU) at Major  
Ports'**

**1. INTRODUCTION**

Ministry of Shipping, Government of India/ Indian Ports Association wishes to engage a Consultant to undertake 'Assessment for establishment of Floating Storage Regasification Unit (FSRU) at Major Ports'. Accordingly, Indian Ports Association (IPA) invites e-Requests for Proposal (eRFP) from reputed and interested Agencies / Firms / Consortia for the above stated objective.

- 1.1 The eRFP document providing the Terms of Reference (ToR), Pre-qualification criteria, Terms and Conditions including evaluation criteria and application fee are available in the IPA website <http://ipa.nic.in> as well as CPP Portal <https://eprocure.gov.in/eprocure/app> .
- 1.2 The schedule for receipt of the application is as follows: -
  - i) Pre-bid meeting at 1130 Hrs on 03/06/2020
  - ii) Submission of document fee of Rs. 5,000/- for eRFP on or before 1430 Hrs on 17/06/2020.
  - iii) Receipt of online as well as offline offers on or before 3.00 pm (1500 Hrs) on 17/06/2020.
  - iv) Opening of online as well as offline Technical offers at 1530 Hrs on 17/06/2020.
- 1.3 Reputed and interested Agencies / Companies / Firms/ Consortia may download the eRFP from the above websites and send in their response to the Managing Director, Indian Ports Association, 1st. floor, South Tower, NBCC Place, Bhisam Pitamah Marg, Lodi Road, New Delhi – 110 003.
- 1.4 In case, if RFP document is downloaded from website, the requisite document fee of Rs. 5,000/- in form of RTGS, NEFT, Demand Draft (In favor of Indian Ports Association payable at New Delhi) shall be submitted along with bid. The details of Bank Account are placed at Annexure-VIII.
- 1.5 Online Bids will be accepted only at eProcurement web site <https://eprocure.gov.in/eprocure/app> (CPPP). If any bidder failed to submit online, then Bid shall be treated as "Non-Responsive".

## **2 PROPOSAL**

- 2.1 The growing availability of liquefied natural gas (LNG) is providing many coastal nations with access to the least carbon-intensive hydrocarbon. Floating storage and regasification units terminals play a key role in the LNG value chain, forming the interface between LNG carriers and the local gas supply infrastructure. They are versatile, convenient and can make natural gas available to the market faster than land-based installations.
- 2.2 FSRU terminals are typically subject to a range of technical challenges as the interface between maritime and onshore infrastructure. To ensure cost-efficient, reliable and compliant projects and operations, working with a competent partner is a must.
- 2.3 The demand for natural gas in the country has been increasing and it is the stated policy of the Government of India to double the share of LNG in the energy mix of the economy in the near future. LNG imports are substantial since domestic supply of LNG is not being able to meet the demand for which supporting infrastructure requires to be developed. Floating storage Regasification units (FSRU) within port limits offer a low-cost, fast track and flexible option even compared with traditional onshore terminals.

## **3 TERMS OF REFERENCE (SCOPE OF WORK)**

Ministry of Shipping (MoS) has issued the guidelines for establishment of Floating Storage Regasification Unit (FSRU) (a copy of which can be seen at Appendix A for reference). Some of the ports have invited Expression of Interest (EoI). However, the response to the EoIs is not satisfactory. It is important that reasons for such muted response are examined and requisite measures are taken in timely manner. In this backdrop, MoS, intend to review the guidelines for establishment of Floating Storage Regasification Unit (FSRU) at Major Ports and to examine the requisite measures to resolve the issues by engaging a renowned consultant on LNG to study on the matter:

- 3.1 Bottlenecks in implementing the FSRU projects and suggest a way forward;

- 3.2 To identify the gaps, in the existing FSRU policy, by interacting with existing LNG operations as well as potential FSRU suppliers/investors and suggest changes required in the existing policy to make it more attractive;
- 3.3 Based on the gas market demand assessment, prioritize the major ports where the FSRU can be implemented immediately and the ports where it can be taken up in due course.
- 3.4 Wherever FSRU is not feasible, possibility of on shore LNG terminal shall be ensured.
- 3.5 Identify the Ports, which should not go for LNG/FSRU.
- 3.6 Examine other countries framework/policies related to FSRU.

#### 4. ELIGIBILITY CRITERIA:

The Bidder should meet the following eligibility criteria for technical evaluation and thereafter for opening of their financial bids:-

| Sl. No. | The Bidder shall satisfy all the criteria stated below:   | Supporting Document Required   |
|---------|---|--|
| A.      | The Bidder should be an organization/ Corporate house/ Institution/ Consulting firm and must be registered in India having minimum 5 years' of experience of LNG/Oil & Natural Gas Sector   | Certificate of Incorporation/ Registration etc.                              |
| B.      | The Bidder should have an annual turnover of at least Rs. 5.00 Crores during each of the last three financial years starting from 2016-2017.  | Audited/ Certified Annual Financial Statements for the three financial years |
| C.      | The bidder shall have experience of having successfully conducted Detailed Feasibility Study/Market study for setting up an onshore/offshore LNG Import and Regasification Terminal of 2 MMTPA capacity or above, during the last Ten years, ending the last day of the month to the one in which the tenders are invited. This Experience should comply with any one of the following:<br>a) Three detailed feasibility studies of onshore/offshore LNG Import and Regasification Terminal, each costing not less than INR 40 Lakhs (US \$ 52 Thousand). or<br>b) Two detailed feasibility studies of onshore/offshore LNG Import and Regasification Terminal, each costing not less than INR 65 Lakhs (US \$ 86 | Completion Certificate to be attached.                                       |

|    |  |  |
|----|--|--|
|    | Thousand). Or<br>c) One detailed feasibility study of onshore/ offshore LNG Import and Regasification Terminal costing not less than INR 80 Lakhs (US \$ 105 Thousand).                              |  |
| D. | The Bidder shall not be in Blacklist of any CPSU/ State PSU/ Central or State Government Undertaking.  | Bidder shall submit self-certified declaration for the same. |
| E  | At least one expert having experience of feasibility studies of onshore/ offshore LNG Import and Regasification Terminal as part of core group of Experts to be associated with the associated team. | Bidder shall submit self-certified declaration for the same. |

## 5. **PROPOSAL FORMAT & TECHNICAL EVALUATION CRITERIA**

The short listing of the Consultant shall be based on the following evaluation and selection process:-

### **EVALUATIONS AND SELECTION PROCESS - QCBS**

The overall selection of the Bidder shall be a Quality and Cost based Selection (QCBS), the following formula shall be used for the evaluation of the bids and the Final scores will be calculated as:

$$Bb = (0.7)*Tb + (0.3)*(Cmin/Cb * 100)$$

Where

- I. Bb = overall score of bidder under consideration (calculated up to two decimal points)
- II. Tb = Technical score for the bidder under consideration
- III. Cb = Financial Bid Value for the bidder under consideration
- IV. Cmin = Lowest Financial Bid Value among the financial proposals under consideration

The bidder achieving the highest overall score shall be invited for awarding the contract. In case of a tie where two or more bidders achieve the same highest overall score, the bidder with the higher technical score shall be invited first for awarding the contract.

### **Evaluation of Technical Proposal**

The technical proposal of the bidder shall be evaluated based on the evaluation matrix detailed in this section. The evaluation of Technical Proposal will be made on the basis of experience of the Bidder as well as the project team proposed by the Bidder for this assignment. The Bidder, who does not possess the required qualification and experience, shall not be considered for opening of

Financial Proposal. IPA reserves the right to judge, appraise, and reject any or all proposals. Each bidder shall be required to score at least 65 marks to qualify the technical evaluation phase.

### **Evaluation of Financial Proposal**

The Commercial Bids of only technically qualified bidders shall be opened for evaluation. The Authority shall determine whether the financial proposals are complete, correct and free from any computational errors and indicate correct prices in local currency (Indian Rupee). The Bidder getting the highest marks shall be considered (as detailed in para 5.1). The Authority shall notify the successful Bidder in writing by a registered letter, cable, e-mail or facsimile.

### **Technical Evaluation Scoring Matrix**

The agency will be selected based on combined Quality cum Cost Based Selection (QCBS) in the ratio of 70% (Technical) and 30% (Financial).

Agencies that have scored less than 65% in the technical evaluation shall not be considered eligible for opening their financial bids.

The technical bid shall be evaluated on a scale of 100 and the weightage for each criterion would be as follows:

| <b>S. No.</b> | <b>Criteria</b>   | <b>Marks</b>          |
|---------------|---|-----------------------|
| <b>A</b>      | <b>Past experience and Capability</b>   | <b>Maximum<br/>45</b> |
|               | i) Average annual turnover of the bidder: <ul style="list-style-type: none"> <li>a. Rs. =&gt;5 Crores to &lt;7 Crores – 5 Marks.</li> <li>b. Rs. =&gt;7 Crores to &lt;10 Crores – 8 Marks.</li> <li>c. Rs. =&gt;10 Crores – 10 Marks.</li> </ul>  | 10 Marks              |
|               | ii) Capability, Capacity, Experience and expertise in handling of similar Feasibility Study for setting up an onshore/ offshore LNG Import and Regasification Terminal etc. during last three years (Details of domestic / International assignments handled to be submitted). <ul style="list-style-type: none"> <li>a) Domestic: 5 Marks per Project- Maximum 15 Marks.</li> <li>b) International: 10 Marks per Project- Maximum 20 Marks.</li> </ul> | 35 Marks              |

|   |  |   |
|---|--|---|
|   |  |   |
| B | <b>Team for the project</b>  | <b>Maximum 45</b>                               |
|   | <p><b><u>A.-Team Leader:</u></b></p> <p>Team head with experience and expertise in handling of Feasibility Study for setting up an onshore/ offshore LNG Import and Regasification Terminal.</p> <p>Qualification and Experience: ME / MS / M.Tech (Civil Engineering) with Project Management qualification.</p> <p>(a) &gt; 20 year and &lt;25 years = 10 Marks</p> <p>(b) ≥25 years = 15 Marks</p> <p><b><u>B.- Financial Expert:</u></b></p> <p>Financial Team head with experience to interpret data, Investment, Expenses, Income, Insurance coverage, Financial objectives, Tax, Risk tolerance etc., of Infrastructure Projects.</p> <p>Qualification and Experience: CA / ICWA / MBA (Finance).</p> <p>(a) &gt;10 year and &lt;15 years = 5 Marks</p> <p>(b) ≥15 years = 10 Marks</p> <p><b><u>C. Project Management Expert:</u></b></p> <p>Project Management expert with experience in the Government, specializing in Infrastructure, particularly for Public Private Partnership Projects.</p> <p>Qualification and Experience:<br/>BE / B.Tech (Civil Engineering) with Project Management qualification.</p> <p>(a) &gt;10 year and &lt;15 years = 5 Marks</p> <p>(b) ≥15 years = 10 Marks</p> <p><b><u>D. Marine Expert:</u></b></p> <p>Marine expert with experience in Bathymetry, Topography, Geotechnical data, Waves and Current data.</p> <p>Qualification and Experience:</p> | <p>15 Marks</p> <p>10 Marks</p> <p>10 Marks</p> |



|   |  |           |
|---|--|-----------|
|   | <p>BE / B.Tech (Marine Engineering).<br/> (a) &gt;10 year and &lt;15 years = 5 Marks<br/> (b) ≥15 years = 10 Marks</p> <p>(Detailed profile of the core and support team (As asked for, from Serial A to D above) with CV"s of each team head/member detailing qualifications and relevant experience that will be deployed on the assignment in the event of selection to be submitted along with bid as per 'Annexure-VII').</p> | 10 Marks  |
| C | <p><b>Presentation to Selection Committee (SC) / Representatives of MoS/IPA</b></p> <p>Presentation on past performance, experience, Existing Clientele and Methodology adopted and timeframe.</p>   | 10 Marks  |
|   | Total Technical score  | 100 Marks |

**6 BRIEF DESCRIPTION OF eRFP PROCESS:** The eRFP process involves qualification of interested parties who make an application in accordance with the provisions of this eRFP (the "Bidder"). At the end of this process, Ministry of Shipping (MoS)/IPA will short-list suitable pre-qualified parties and the process involves broadly the following: -

- i. **Screening:** MoS/IPA will undertake the initial screening of all the applications based on the qualifying criteria stated at para 4 above. Bidders not meeting any of the qualifying criteria and other essential conditions, etc., mentioned in the eRFP document shall be summarily rejected and shall not be shortlisted for presentation.
- ii. **Short-listing:** All eligible firms may be invited to make presentations to the Selection Committee. The Committee may evaluate the consultants based on their past performance, experience, Existing Clientele, etc. as per the technical scoring matrix at para 5.4.

**7 PRE-BID MEETING:** A pre-bid meeting shall be held at Indian Ports Association, New Delhi, to clarify the queries raised by the bidders on the eRFP document. This meeting shall be held on **03/06/2020 at 1530 hours**. All the prospective bidders are requested to submit their queries (if any) through email in editable word format to the CAO, Indian Ports Association at email id "**cao.ipa@nic.in**" on or before 1400 hrs of **03/06/2020**. The clarifications to the bidders shall be hosted on the website of Indian Ports Association.

**8 BID SUBMISSION:**

Proposals, complete in all respects, are to be submitted as per the following directions:

(i) **Cover 1 – Technical Proposal**

Scanned copies of Technical Bid shall be submitted on eProcurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> in the First Cover (Technical Bid) and also two hard copies (one original + one copy) and alongwith 2 soft copy in word format in CD or Pen drive. This outer envelope shall bear the submission address, reference number be clearly marked “DO NOT OPEN, BEFORE- 17/06/2020”.

Following documents are required to be submitted:-

- (a) Demand Draft/Bank Pay Order of Rs.1,00,000/- (Rupees One Lakh only) shall be deposited as EMD in the form of RTGS, NEFT, Demand Draft (In favor of Indian Ports Association payable at New Delhi), details shall be submitted along with bid. The details of Bank Account are placed at **Annexure-VIII**.
- (b) Covering letter on Letter Head of Company / Firm for Bid submission by the Bidder.
- (c) Authority letter authorizing the person of the bidder to sign the proposal and other documents.
- (d) Technical Bid alongwith all schedules, certificates & Annexure, duly filled & signed, by authorized signatory of Bidder as per Format at **Annexure-I**.
- (e) Confidentiality Undertaking in the Format at **Annexure-II**.
- (f) Certificate on unconditional bid in the format at **Annexure-III**. Please note that bids with conditionality shall be summarily rejected.
- (g) Affidavit regarding no conviction, no conflict as per **Annexure-IV**.
- (h) Certificate that in case of selection and appointment, a Performance Guarantee of 10% of the of the contract value shall be given in the form of Bank pay Order/digital payment or bank guarantee, valid till the completion of the assignment and acceptance of the report. The performance guarantee would have to be handed over before issuance of letter of award. The format of Bank Guarantee is at **Annexure-VI**.

**(ii) Cover 2 – Financial proposal:**

The Financial bid should be submitted Online only as per the Price Schedule given in Annexure-V Financial Proposal and attached in PDF format in e-procurement Portal only(CPPP) <https://eprocure.gov.in/eprocure/app>. Any Indication of ‘Quoted Price’ in the online technical Bid Documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy of financial Bid shall be submitted. The price Bid submitted through e-procurement mode only will be taken up for the purpose for evaluation. Please refer Annexure-B for further details.

The Proposal must also be sent to the address/ addresses indicated in the eRFP and received by the Employer no later than the time and the date indicated in the eRFP or any extension to this date. Any proposal received by the Employer after the deadline for submission shall be returned unopened.

The proposal as above shall be submitted latest by **1500 hrs on 17/06/2020** to the Managing Director, Indian Ports Association, 1<sup>st</sup> Floor, South Tower. NBCC Place, Bhisham Pitamah Marg, Lodhi Road, New Delhi – 110003 in hard copies in original, duly signed by the authorized person. No proposal shall be entertained after appointed time and date. The MoS/IPA shall not be responsible for any postal/courier delay.

(iii) The Online Technical Bid shall be opened at **1530 hrs. on 17/06/2020** in the presence of the bidder/duly authorized representative if they choose to be present.

**9 OPENING OF FINANCIAL BIDS:**

Financial Bid, to be opened in presence of only those parties who qualify in the technical evaluation i.e. get a score of more than or equal to 65 in the technical evaluation matrix. Please note that bids with any conditionality including counter conditions, subjective conditions shall be summarily rejected.

Note:

a) The MoS/IPA reserves the sole right to accept or reject any or all proposals thus received without assigning any reason thereof.

- b) The MoS/IPA shall not be responsible for any delay on account of late submission of Bid. Bid received late shall not be considered.
- c) Consortium bids will be allowed.
- d) Sub-contracting of the assignment shall not be allowed. The appointed Consultant shall be solely responsible for all the required final deliverables.

**10 PROCEDURE FOR SELECTION OF CONSULTANT:**

- a. The Bidders meeting the eligibility criteria may be required to make a presentation of their credentials & understanding in accordance with the paragraph 8 above.
- b. The Evaluation Committee would evaluate the bidders on the criteria mentioned in this RFP based on their presentation and Proposals received and shortlist them for the purpose of opening of their Financial Bids. Only the bidders scoring minimum of pre-determined marks i.e. 65 marks shall be considered technically qualified and shall be short-listed for opening of financial bids.
- c. The Financial Bids of only the technically shortlisted bidders shall be opened.
- d. After opening of the financial bids, the marks shall be awarded on the QCBS formula stated above and the party securing highest marks may be considered as selected.
- e. In case of a tie, the bidder scoring higher marks in technical evaluation shall be treated as L1. The L1 bidder may be considered for award of the assignment.
- f. The party selected for award of the assignment shall be required to give Performance Guarantee of 10% of the contract value by way of Bank Pay Order/digital payment or bank guarantee valid till the completion of the assignment and acceptance of the report. The format of Bank Guarantee is at **Annexure – VI**.

**11 REQUIREMENT FOR FINANCIAL BIDS:**

- a. The Bidder is required to quote a Fixed Lump-sum Fee for afore said scope of work in Indian Rupees. All applicable taxes should also be shown separately.
- b. If the party does not quote any taxes, then the amount quoted by him shall be deemed to be as inclusive of all taxes and the bids shall be evaluated accordingly.
- c. In case of any change in the rates of taxes, the applicable rates as on the date of payment shall be applicable irrespective of the rates quoted in the tender document.
- d. Only taxes levied in India shall be paid. All taxes outside India shall be to the

account of the party and will not be paid/reimbursed.

- e. In case of mismatch between the fee quoted, the number in figures will be taken as correct for all purposes, including evaluation of financial bids.
- f. The Fee quoted by the bidder shall remain Fixed till successful completion of transaction.
- g. The fee quoted by the bidder shall be unconditional. All other expenses would be borne by the Consultant.
- h. The Bidders shall be liable to pay taxes applicable as per law.
- i. TDS shall be deducted at appropriate rates.

## 12 Deliverables

The consultant shall submit the following deliverables:

| Sl. No. | Deliverables   | Timeframe from award of letter of Intent (LoI) |
|---------|--|--|
| 1.      | Draft policy required for Major Ports / Preliminary Draft Report for setting up an onshore/ offshore LNG Import and Regasification Terminal. | 8 week   |
| 2.      | Implementation framework/guideline at port level   | 9 week   |
| 3.      | Obligation of Ports  | 10 week  |
| 4.      | Obligation of PPP  | 10 week  |
| 5.      | Changes required in MCA.   | 11 week  |
| 6.      | Final Feasibility Study Report for setting up an onshore/ offshore LNG Import and Regasification Terminal                                    | 12 Week  |

## 13 TERMS OF PAYMENT

The Consultant fee to the selected Bidder shall be paid in Indian Rupees after successful completion of the aforesaid work as follows:

| Sl. No | Payment Schedule  | % Payment |
|--------|---|-----------|
| 1.     | Submission of Preliminary Draft Report for setting up an onshore/ offshore LNG Import and Regasification Terminal | 40        |
| 2.     | Implementation framework/guideline at port level, Obligation of Ports, Obligation of PPP, Changes required in MCA | 25%       |

|    |  |     |
|----|--|-----|
| 3. | Released within 30 days of acceptance of final Feasibility Study Report for setting up an onshore/offshore LNG Import and Regasification Terminal. | 35% |
|----|--|-----|

\*The selected bidder shall be liable to pay taxes on the fee applicable as per law.

**14 MODE OF PAYMENT**

The Consultant shall raise the invoices in triplicate to the Chief Administrative Officer, Indian Ports Association, 1<sup>st</sup> Floor, South Tower, NBCC Place, Bhisham Pitamah Road, Lodhi Road, New Delhi – 110 003. The verified bills shall be forwarded to the Pay & Accounts Officer, Ministry of Shipping for arranging payment. All applicable taxes should be shown separately on the bill.

**15 ARBITRATION:**

Should any dispute or difference arise between Ministry of Shipping/IPA and consultant in connection with this assignment, or as to the rights and liabilities of the parties hereto, it shall be settled by mutual discussions failing which the same shall be referred to Secretary(Shipping), MOS whose decision shall be final and binding. The venue of the meetings shall be at DELHI/NEW DELHI, and the courts at Delhi/New Delhi will have exclusive jurisdiction on all matters with reference to this assignment.

**16 COMPLETION PERIOD**

The Bidder is required to complete the aforesaid services/ work within a period of 12 weeks from the date of issue of Letter of Intent (LoI).

Time is of assurance and in the event of any delay in completion of work due to reasons attributable to the consultant, the consultant will be liable for Liquidated Damages at the rate of 0.5% per week of such delays subject to a maximum amount of 5% of the total contract value.

For any further clarification, please contact the CAO, Indian Ports Association, 1<sup>st</sup> Floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, New Delhi – 110 003. Tel No. 011-24365041, Fax No. 011-24365866 email: [cao.ipa@nic.in](mailto:cao.ipa@nic.in).

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## **17 GENERAL AND SPECIAL CONDITIONS OF CONTRACT**

1. This Invitation has been prepared to enable potentially interested Indian Firms who are meeting the qualification criteria to submit their Request for Proposal (“eRFP”).
2. The bid to this eRFP shall be sent so as to reach the address, by the scheduled date and time mentioned. Bids received beyond specified time and date shall be summarily rejected. The bids will be opened at the time and place mentioned in RFP. The bid may be sent by post/ courier/ handed over personally to/ at the designated address in closed cover as specified in eRFP.
3. Bid must be absolutely clear, failing which the same shall not be considered.
4. All columns must be properly and legibly filled in. No column should be left blank. Alterations, if any, not authenticated with attestation may result in the rejection of the eRFP.
5. The bid prepared by the Firm and all correspondence and document relating to the eRFP exchanged by the Firm and the Company shall be written in English.
6. The validity of eRFP is for a period of 180 days (One hundred eighty days) from the date of submission/opening of bids.
7. Conditional bids and additional conditions of the Firms shall not be considered.
8. No advance payment shall be made to the consultant for any purpose. All payments shall be regulated as per the terms and conditions of the eRFP.
9. Notwithstanding anything stated elsewhere in this eRFP document, Authority reserves the right to terminate the engagement of consultant at any time by giving 15 days’ notice in writing.
10. Ministry of Shipping has classified vide letter No. PD13/18/2018-PPP Cell dated 07.03.2019 about the guidelines for Establishing Floating Storage Regasification units (FSRU) at Major ports defined in ‘Annexure-A’. It is for information of bidders.

11. Data provided for with any person study are confidential in nature. The consultant shall not share the data without written permission of IPA. A certificate regarding non-sharing/informing of confidential data to third party is to be given by the consultant along with Technical Proposal.
12. At the time of submission of bid, the bidder has to ensure that each page is duly signed by the bidder or his duly authorized representative. In case the bid is signed by the authorized representative, a letter of authorization shall be enclosed with the bid.
13. The bidding institution (s) should provide professional, objective and impartial advice and at all times hold the client's interest paramount, without any consideration for future works, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.
14. Rates quoted shall remain firm till completion of the works.
15. The bidder should have been registered under relevant Laws/Acts of the country.
16. In case of any dispute or difference arising, the decision of the IPA shall be final & binding.
17. Even though the applicants satisfy the necessary requirements they are subject to disqualification if they have:
  - a. Made untrue or false representation in the form, statements required in the bid document.
  - b. Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.



**TECHNICAL PARTICULARS**

|     |  |  |
|-----|--|--|
| 1.  | Name of Bidder   |  |
| 2.  | Postal address with Telephone / fax No./official e-mail for communication  |  |
| 3.  | Name, address, telephone/fax No./ email with whom reference may be made  |  |
| 4.  | Please state details of Bid Security Deposit paid  |  |
|     | DD No and date   |  |
|     | Amount   |  |
|     | Bankers Name   |  |
| 5.  | Please confirm that bidder is registered in India.   |  |
| 6.  | Confirm that bidder meets the eligibility criteria and how.  |  |
| 7.  | State whether details of assignments done as are enclosed. Also please state whether relevant documents such as copy of Work Order's secured and performance certificates in support of experience enclosed. |  |
| 8.  | State whether affidavit-cum-undertaking relating to no conviction and non-conflict enclosed.   |  |
| 9.  | Confirm that all technical and commercial terms and conditions are acceptable.   |  |
| 10. | Any other information the bidder may desire to furnish:  |  |

Verified that to the best of my knowledge and belief all the above information is correct and nothing material has been concealed.

Seal with Signature of the authorized signatory of the bidder with date.

**CONFIDENTIALITY UNDERTAKING**

It is certified that the documents/ data/ information, which may be provided to [Name of the bidder] for Consultant to undertake for ‘Assessment for establishment of Floating Storage Regasification Unit (FSRU) at Major Ports’ or otherwise related to it shall be treated as strictly confidential and will not be disclosed or handed over by [Name of the bidder] to any outside agency/ person without prior written permission of IPA.

It is further certified that the valuation reports and other relevant documents, which are to be submitted by [Name of the bidder] to the MoS/IPA shall not be disclosed to any other agency/ person without prior written permission of the IPA and shall be treated as strictly confidential.

Seal with Signature of the authorized signatory of the bidder with date.

**FORMAT OF UNCONDITIONAL BID ON THE LETTERHEAD OF THE BIDDER**

To

The Managing Director,  
Indian Ports Association,  
1<sup>st</sup> Floor, South Tower,  
NBCC Place,  
Bhisham Pitamah Marg, Lodhi Road  
New Delhi – 110 003.

Dear Sir,

This is to certify that the fee quoted by us to undertake ‘Assessment for establishment of Floating Storage Regasification Unit (FSRU) at Major Ports’ is in accordance with the terms and conditions laid down in the RFP displayed on the website of IPA/ CPP Portal and is unconditional.

Seal with signatures of authorized signatory of the Bidder  
with date.

**AFFIDAVIT-CUM-UNDERTAKING**  
**(To be executed on Rs.100/- Non-Judicial Stamp Paper)**

We, the undersigned (“Bidder”) are submitting our bid in respect of the Request for Proposal No [●], dated [●] (“Bid”) issued by Indian Ports Association on behalf of Ministry of Shipping, Government of India, (“Government”) in relation to [●] and in this connection we hereby solemnly affirm, declare and undertake as follows:

- (1) Details of the Bidder as disclosed in Appendix-A enclosed herewith are true and correct as on date.
- (2) There has been no conviction by any court of law or indictment/adverse order by any statutory or regulatory authority for a Grave Offence against us or any of our Indian Sister Concern(s) or any of our promoters or directors or that of our Indian Sister Concern(s).
- (3) No enquiry/investigations for any Grave Offence is pending against us or any of our Indian Sister Concern(s) or any of our or our Indian Sister Concern’s directors, managers and/or other Senior Managerial Personnel by any regulatory authority and/or government agency.
- (4) The details of enquiry/investigations for non-Grave Offenses pending against us/our Indian Sister Concern(s)/ our or our Indian Sister Concern’s directors, managers and/or other Senior Managerial Personnel by any regulatory authority and/or government agency are disclosed in Appendix-B enclosed herewith.
- (5) There is no Conflict of Interest with respect to the Proposed Transaction as on date.
- (6) During the tenure of our engagement for the Proposed Transaction, we shall keep the Government/Company informed, without delay, of any situations, circumstances, relationships, possible source or potential areas of Conflict of Interest in the format enclosed as Appendix-C herewith and we shall not take up work in relation to any such assignment without obtaining prior approval of the Government/Company and granting of such approval shall be the sole discretion of Government/Company and shall be binding on us.
- (7) We ourselves and/or for/with or in association with or on behalf of or through any other Entity, shall not take up any advisory or consulting assignment or render any services on a similar transaction or any other transaction which could have a direct Conflict of Interest, in any manner or capacity to a Competitor of the Company

during the term of our engagement in respect of the Proposed Transaction without prior written approval of the Government/Company and granting of such approval shall be the sole discretion of Government/Company and shall be binding on us.

- (8) We have put in place a robust mechanism to resolve any Conflict of Interest situations and circumstances that may arise or result while conducting our business or rendering of services and where-so-ever any Conflict of Interest or potential for Conflict of Interest may arise, we shall take reasonable steps to resolve the same forthwith in a fair and equitable manner. During the term of our engagement we shall ensure to and continue to exercise adequate due diligence for identifying and removing any areas, source, situations and circumstances of conflict and mitigating the effects of such conflicts to the satisfaction of the Government/Company, in case any such Conflict of interest (or apparent conflict of interest) arises or results in relation to the Proposed Transaction.
- (9) We have laid down an internal code of conduct for governing our internal procedures and operations and have prescribed the standards of appropriate conduct for our employees and officers for carrying out their duties and responsibilities with a view to appropriately ensuring proper maintenance of professional excellence and standards with integrity, confidentiality, objectivity and have made provisions for identification, avoidance and resolution of conflict of interests and for disclosure of shareholdings and interests, etc., in terms of applicable laws.
- (10) We understand that:
- (i) in cases where existing Conflict of Interest (or apparent conflict of interest) is disclosed by us, the Government/Company would be entitle to initiate appropriate actions to eliminate or address or mitigate or neutralize the conflict through or by restricting or modifying the work to be performed by us in respect of the Proposed Transaction. Government/Company may also terminate our engagement for the Proposed Transaction, in whole or in part, if such termination is absolutely necessary in view of the Government/Company to avoid the appearance of a Conflict of Interest.
  - (ii) The Government/Company would be entitled to terminate our appointment if any of the affirmation/declaration/undertaking given by us is found to be false or misleading in any manner or not adhered or fulfilled or complied by us.
  - (iii) if at any time after our appointment as an Advisor, either we or any of our Indian Sister Concern or the respective promoters/directors is convicted by a court of law in India or any indictment/adverse order is passed by a

regulatory authority in India for a Grave Offence, we shall stand disqualified from continuing as Advisor to the Government/Company and shall be bound to inform them without any delay and shall voluntarily withdraw from the Proposed Transaction failing which the Government/Company may terminate our appointment after giving an opportunity of being heard.

## **Definitions**

Unless otherwise defined in this Affidavit, the following capitalized terms used herein shall have the meaning as set out below:

1. Advisor means the Bidder and includes bidder(s) who have been selected for the Proposed Transaction by the Government of India/Company in terms of the Bid.
2. Conflict of Interest: Conflict of interest in relation to the Proposed Transaction shall without limitation is deemed to exist or have arisen if:
  - (i) The Advisor whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in any activity or business which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of the Government/Company or any such activity/association would or may impair his ability to render fair, impartial, technically sound and objective assistance or advice, or unbiased services or may result in it being given an unfair competitive advantage to any other person.
  - (ii) The Advisor whether itself and/or for/with or in association with/or on behalf of or through any other Entity is engaged in advising and/or have taken up engagement for advising/consulting any other Entity whether under a formal engagement or otherwise in relation to any transaction/matter ("Third Party Transaction") which would or may be reasonably expected to directly or indirectly, materially adversely affect the interest of the Government/Company.
  - (iii) The Advisor has any business or financial interests in any other Entity that would impair, or give the appearance of impairing, impartial decisions in relation to Proposed Transaction, in offering any advice recommendations or in providing technical assistance or other services to the Government/Company as part of Advisor's engagement obligations/duties.
  - (iv) In relation to a strategic sale by the Government of India/Company, the Advisors have taken up engagement with buyer/potential buyer of such strategic sale or their Sister Concerns.

- (v) Any other situation, possible source or potential areas of interests which may impair Advisor's ability to render fair, impartial, technically sound, and objective assistance or advice, or unbiased services on in conflict of their professional duties towards Government/Company in respect of the Proposed Transaction or result in it being given an unfair competitive advantage to any other person.
3. Principal/Company means MoS/IPA.
  4. Competitor of the Company means an Entity in India that is engaged in the business substantially similar to the business of the Company. Business of an Entity shall be deemed to be substantially similar to the business of the Company if turnover or profit of such Entity from the business activity(ies) in which the Company in engaged, exceeds 33% of the its total turnover or profit (in any of the last three years).
  5. Entity shall mean and include an individual, proprietorship, HUF, an association of person/body of Individuals, a partnership firm, limited liability partnership, company or any other persons.
  6. Grave Offence means offences of such nature that it materially affects the reputation, business or operations adversely or outrages the moral sense of the community and such other offences which may be considered by the Government/Company as grave on case to case basis after considering the facts and relevant legal principles.
  7. Proposed Transaction means the transaction to be undertaken by the Government/Company as described in bid no [●], issued by the Government.
  8. Senior Managerial Personnel's means managing director, company secretary, chief executive officer, chief financial officer or persons having equivalent positions and all such other employees of the Entity who are members of its core management team excluding Board of Directors comprising all members of management one level below the executive directors and include the functional heads.
  9. Sister Concern in relation to the Advisor, means any Entity in which the Advisor has a significant influence or which has "significant influence" over the Advisor and includes a group and a joint venture company. "Significant influence" means holding of at least twenty percent or more of total voting

rights or the power to participate in and influence the management, financial or operating policy decisions of that Entity, or of business decisions under an agreement or has twenty percent profit sharing in such Entity.

Appendix A, B and C hereto shall constitute and shall be deemed to form an integral part of this document.



**BIDDER DETAILS**

|   |  |
|---|--|
| Name of the Bidder  |  |
| Address:<br>Registered Office:<br>Corporate Office:<br>Tel:<br>Email: |  |
| Constitution  | Company/Partnership/LLP/Others (If selected others, please provide the nature of constitution) |
| SEBI Registration No., if registered with SEBI                        |  |
| Details of registration with other professional statutory bodies      |  |

**DETAILS OF PENDING ENQUIRY/INVESTIGATIONS**

| S. No | Name of the Sister Concern(s)/ concerned person(s) against whom the enquiry/ investigation has been initiated | Relation-ship with the bidder | Name of the investi-gating agency | Nature of pending enquiry/ investigation and law under which the enquiry has been initiated | Brief facts/interim orders /other relevant information in respect of the pending enquiry/ investigation |
|-------|---|-------------------------------|-----------------------------------|---|---|
|       |   |                               |                                   |   |   |
|       |   |                               |                                   |   |   |

**Appendix-C**

**DETAILS OF PRESENT/POTENTIAL CONFLICTS/FACTS OR INTERESTS  
THAT MAY BE DEEMED AS POTENTIAL CONFLICT OF INTEREST**

| S. No. | Name of the Entity, in which interests Conflicts exit/may arise | Relation-ship of the Bidder with the Entity | Nature/ reason of conflict/ potential conflict | Duration of the subsistence of conflict, if any | Such other information as may be relevant and material in deciding whether there is a conflict/ potential conflict of interest |
|--------|---|---|--|---|--|
|        |   |   |  |   |  |
|        |   |   |  |   |  |

Seal with signatures of authorized signatory of the Bidder with date.

**Format of Financial Bid on the Letterhead of the Bidder**

| Sl. No. | Description of work   | Consultation Fee to undertake 'Assessment for establishment of Floating Storage Regasification Unit (FSRU) at Major Ports' in INR (Rupees) # |       |
|---------|---|--|-------|
|         |   | Figures  | words |
| 1       | Fixed Lump-Sum Fee in Indian Rupees. (Excluding all applicable taxes) |  |       |
| 2       | All applicable Indian taxes<br>(i)<br>(ii)<br>(iii)                   |  |       |
| 3.<br>* | Total   |  |       |

No other amount other than stated above will be paid to the consultant. The amount will be inclusive of travel and other expenses that may be required to be incurred by the bidder.

Note:

\* Financial bid shall be evaluated based on SI No.3 of Annexure-V only.

# In case of mismatch in figures and words quoted; the words will be taken as correct for all purposes.

Seal with signatures of authorized signatory of the Bidder with date.

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT**

**(To be executed on Rs.100/- Non-Judicial Stamp Paper)**

NOTE: The Bank Guarantee should be issued by a Nationalised Bank and enforceable at New Delhi.

In consideration of Ministry of Shipping, Government of India (hereinafter called the "MINISTRY" having awarded the work for \_\_\_\_\_ (name of work) of Tender No. \_\_\_\_\_ dated \_\_\_\_\_ vide work order issued vide letter no. \_\_\_\_\_ dated \_\_\_\_\_ to

M/s. \_\_\_\_\_

(indicate Name & Full Address of the Tenderer) (hereinafter called the said "Tenderer") exempt from payment under the terms and conditions of the said tender dated \_\_\_\_\_ No. \_\_\_\_\_ made between the MINISTRY and the Tender for \_\_\_\_\_ (hereinafter called the said "Tender") of Security Deposit in cash for the due fulfillment by the said Tenderer of the terms and conditions contained in the said Tender on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_ only).

We \_\_\_\_\_ (indicate the name of Bank) (hereinafter referred to as "the Bank") at the request of M/s. \_\_\_\_\_ the said Tenderer do hereby undertake to pay to the MINISTRY an amount not exceeding Rs. \_\_\_\_\_ Against any loss or damage caused to or suffered or would be caused to or suffered by the MINISTRY by reason of any breach by the said tenderer of any of the terms or conditions contained in the said tender.

2. We \_\_\_\_\_ do hereby undertake to pay

the amounts due and (indicate the name of Bank) Payable under this guarantee without any demur, merely on a demand from the MINISTRY stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the MINISTRY by reason breach by the said Tenderer of any of the terms or conditions contained in the said Tender or by reason of the Tenderer's failure to perform the said Tender. 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. \_\_\_\_\_.

3. We undertake to pay to the MINISTRY any money so demanded notwithstanding any dispute or disputes raised by the said Tenderer in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the said Tenderer shall have no claim against us for making such payment.

4. We \_\_\_(indicate the name of Bank) 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 Tender and that it shall continue to be enforceable till all the dues of the MINISTRY under or by virtue of the said Tender have been fully paid and its claim satisfied or discharged or till the MINISTRY certifies that the terms and conditions of the said Tender have been fully and properly carried out by the said Tender and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_, we shall be discharged from all liability under this Guarantee thereafter.

5. We \_\_\_\_\_  
(indicate the name of Bank) further agree that the MINISTRY 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 Tender or to extend time of performance by the said Tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the MINISTRY against the said Tenderer and to forbear or enforce any of the terms and conditions relating to the said Tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the MINISTRY or any indulgence by the MINISTRY to the said Tenderer 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.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Tenderer.

7. We, \_\_\_\_\_

(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the MINISTRY in writing.

8. This Guarantee will remain in force until one year from the date of delivery last of the subject Tender or till \_\_\_\_\_ whichever is later. All claims under this guarantee shall be made by Regd. Post/ Hand Delivery against acknowledgement/ by courier. Notwithstanding what is stated above, our liability under this guarantee will be limited \_\_\_\_\_ to \_\_\_\_\_ Rs. \_\_\_\_\_  
\_\_\_\_\_(Rupees \_\_\_\_\_ only)

Date the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

For \_\_\_\_\_ (indicate the name of Bank)

\*\*\*

**CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

1. Proposed Position :

[For each position of key professional separate from to be submitted]:

2. Name of Firm :

[Insert name of firm proposing the Staff]:

3. Name of Staff : [Insert full name]:

4. Date of birth :

5. Nationality :

6. Education :

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations :

8. Other Training :

9. Countries of work experience :

[List countries where staff has worked in the last ten years]:

10. Languages :

[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record :

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment name of employing organization, positions held]:

From [Year]: To Year]

Employer:

Positions held:

12. Detailed Tasks Assigned :

[List all tasks to be performed under this Assignment/Job]:

13. Work undertaken that best illustrates Capability to Handle the Tasks Assigned: [Among the Assignment/Jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification :

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

[Full name of authorized representative]

Date :

Place :

**Ministry of Shipping has classified vide letter No. PD13/18/2018-PPP Cell dated 07.03.2019 about the following guidelines for Establishing Floating Storage Regasification units (FSRU) at Major ports:**

The demand for Liquefied Natural Gas (LNG) in the country has been increasing and it is the stated policy of the Government of India to double the share of LNG in the energy mix of the economy in the near future. LNG imports are substantial since domestic supply of LNG is not being able to meet the demand, for which supporting infrastructure required to be developed. Floating Storage Regasification Units (FSRU) within port limits offer a low cost, fast track and flexible option even compared with traditional onshore terminals.

2. Some entities have show to set up FSRU units in port limits. However, presently there are no specific guidelines on how FSRU units will be permitted to be set up and operate and therefore Indian Ports Association (IPA) was tasked to examine the issue and give its report. IPA submitted its report in September, 2018.

3. After examining the report it has bow been decided to bring uniformity in setting up and operation of Floating Storage Regasification Units (FSRU) for LNG cargo in different ports, and the fundamentally it entails giving license of water area and is covered under Para 12.1 of Policy Guidelines for Land Management 2014 (PGLM)

4. Accordingly, the following guidelines for Establishing floating Storage Regasification Units (FSRU) at Major Ports may be followed:

1 **Licence of Water area:**

FSRU can be set up by any entirety within the Port limits. The entire investment of the gasification units as well as a storage units including the pipelines shall be made by the entirety setting up the LSRU unit.

Any entity desirous of setting up FSRU shall submit Pre-leasing Report. Such Pre-feasibility report shall be examined by port, either in house or by engaging consultant to ascertain project capacity, cost of project, land/water front requirement etc. and its financials. If found feasible in either case, then the Port shall proceed further for setting up the Project.

The project model will be Land License Model and the project entity shall be owner of the project assets and entitled to take away the same wherever feasible free of cost on expiry of lease period.



Water area, Land area and other facility permission such as ROW for pipelines shall be provided by the port at applicable charges. Licence fee for water area at rate equal to 50% of licence fee of abutting land (with escalation) is to be paid by the operator to Port for the water area occupied by the FSRU unit and shall be reserve price for the bids to be invited.

FSRU projects are to be taken up on licence basis upto 30 years under the provision of PGLM and the Board of Trustee shall be competent authority for approval of the project as per the respective port Act. For licence above 30 years, approval of the Ministry of Shipping through the Empowered Committee will be required as per Para 11.2 (c) of PGLM.

## **2 Guidelines for bidding process**

- i. Port may adopt “Single State e-Tendering” system of bidding. The rationale is that number of bidders will be Limited and better financial code will be made by bidder as competitors will not be known while bidding under this system.
- ii. The bid documents will also include Draft Licence Agreement.
- iii. As stated, bidder shall pay water area charges to the port. The water area charges as per land policy shall be the minimum payable by the operator and shall be “Reserve Price” of the bid. Bidders will be invited to quote premium (%) over Reserve Price and bidder quoting highest premium shall be selected for award of the project. The total licence rental for the licence period (Total Licence Rental) will be payable on upfront basis.
- iv. The bidder will be required to furnish solvency certificate not older than 3 months issued by any Nationalised/Scheduled Bank for an amount equal to total Licence Rental payable by the bidder.
- v. Bidder will be required to provide Bid Security equal to Rupees 2 crores.
- vi. Since FSRU project typically cost around Rs. 500 crores (excluding vessel cost) bidder shall provide performance security in the form of Bank Guarantee of 10% of the project cost, subject to a maximum of Rs. 50 crore to ensure timely commissioning of the project which shall be forfeited if project is not completed in 2 years or any extended period, not exceeding 6 month, as approved by the Port. The port may also prescribe stage wise completion of the project and fix penalty for non adherence to the schedule. Performance Security shall be refunded after successful completion of the project.
- vii. Bidder shall also provide a bank guarantee equal to 10% of total upfront premium throughout the licence period towards meeting security and other operational requirements, prescribed in the Bid Documents.
- viii. No MGT will be prescribed until 5 years after COD. MGT equal to 30% of Project capacity will be prescribed thereafter. On default for a continuous period of 3 years, licence agreement may be able to termination. However,

licence may be given an option to continue by paying wharfage for the shortfall in achievement of MGT.

### 3 **General conditions of the Project**

- i. The project entity shall obtain all applicable permits. Licenses, clearances etc. required for construction and operation of the project from time to time giving priority to safety. However, port shall provide the assistance to the entity for the purpose of obtaining statutory clearances including tie-in connectivity for evacuating regasified LNG into the National Natural Gas Grid. The final responsibility of obtaining the permission shall with the entity.
- ii. The scope of project operation shall be discharge of LNG. Its regasification, storage for the required period and supply/transportation through pipeline/ smaller vessels/ Bunkering Vessels/ trucks to the importer. The operator shall be permitted to handle own LNG as well i.e. it can buy LNG, handle the same at the project and sell at market determined price.
- iii. Normal port charges like Port Dues, pilotage, Wharfage and berth hire, where applicable, as being done in case of SPMs/SBMs will be paid to the Port as per prevalent SOR. If LNG is transported through barges, vessel related charges pertaining to barges shall be payable to Port.
- iv. In view of hazardous nature of the cargo, the entity would obtain adequate third party/ Public Insurance as per law\ good industry practice.
- v. The projects shall comply with “The Petroleum and Natural Gas Regulatory Board (Technical Standards and Specifications including Safety Standards for Liquefied Natural Gas Facilities) Regulations, 2018. Performance Standards and any additional safety standards, wherever required, will be prescribed with penalty provisions for shortfall in achievement.
- vi. Regulations are 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 to be considered for LNG operation.
- vii. On expiry of lease period, the Licensee shall remove at its own cost all Project Assets within 90 (ninety) days from expiry of the Lease Period from the Project Site/ Port's Assets except for those which Port may be interested in taking over at a mutually agreed price and hand over peaceful possession of the Project Site and Port's Assets free of Encumbrance at its own cost in the same condition as was at the time of handing over to them by the Port.
- viii. Projects taken up as per this policy will not require separate Central Government Approval.

**Annexure for Online Bid Submission**  
**Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>**

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the eProcurement/ etender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the eProcurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

- 22) If the price bid format is provided in a spread sheet file like PDF\_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/PDF template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority(TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right-hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely, for any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120-4001002 and 8826246593 or send a mail over to [cppp-nic@nic.in](mailto:cppp-nic@nic.in) ; [support-eproc@nic.in](mailto:support-eproc@nic.in).

**Annexure-VIII**

**Bank Account details of Indian Ports Association**

|                  |                          |
|------------------|--------------------------|
| Name as per Bank | Indian Ports Association |
| Bank Name        | Indian Overseas Bank     |
| Branch           | Lok Kala Manch           |
| A/c No.          | 149801000002360          |
| IFSC             | IOBA0001498              |

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