

Ennore LNG Terminal

NOTICE INVITING TENDER (NIT)

Date: 09.12.2021

Tender No: IOLPL/EXPANSION/FEED/2021

Name of the work: Consultancy Services for Preparation of Front-End Engineering Design (FEED) Including Carrying Out Studies to Collect Site Specific Data for FEED Viz Geotechnical Studies Etc. for Expansion of Ennore LNG Terminal, Ennore, Tamilnadu, India from Existing 5 MMTPA Capacity To 10 MMTPA Capacity.

Sealed Tenders are invited for & on behalf of M/s Indian Oil LNG Private Limited (IOLPL) under Single Stage Two Bid system (Part-I: Techno-Commercial Bid & Part-II: Price Bid) from bonafide experienced bidders of financial standing & reputation and fulfilling the pre-qualification requirements stated as hereunder for carrying out the work.

1. The salient bid details are as follows as per following details

i.	Name of Work	Consultancy Services for Preparation of Front-End Engineering Design (FEED) Including Carrying Out Studies to Collect Site Specific Data for Feed Viz Geotechnical Studies Etc. for Expansion of Ennore LNG Terminal, Ennore, Tamilnadu, India from Existing 5 MMTPA Capacity To 10 MMTPA Capacity.										
ii	Tender Number / Type of Tender	IOLPL/EXPANSION/FEED/2021 Global Tender, Single stage two bid system. Part-1: Techno-Commercial Bid Part-2: Price Bid.										
iii	Area/Location	Project site is within the premises of Ennore LNG Terminal located inside Kamarajar Port, Ennore near Chennai in the State of Tamil Nadu, India.										
iv	Contract Period	06 (SIX) Months for Overall Completion of FEED and Consultancy Services in All Respects.										
v	Cost of Bid document	INR 2000/- (Indian Rupees Two Thousand only) For Indian Bidder / USD 45 (US \$ Forty-Five only) For Foreign Bidder Through NEFT/RTGS transfer to the account of IOLPL and furnish proof of deposit. IOLPL Bank Account Detail: <table border="1"><tr><td>Beneficiary Name</td><td>INDIANOIL LNG PRIVATE LIMITED</td></tr><tr><td>Beneficiary Account No</td><td>00000036749308756</td></tr><tr><td>Name of the Bank</td><td>State Bank of India</td></tr><tr><td>Branch</td><td>CAG, MUMBAI</td></tr><tr><td>IFS Code</td><td>SBIN0009995</td></tr></table>	Beneficiary Name	INDIANOIL LNG PRIVATE LIMITED	Beneficiary Account No	00000036749308756	Name of the Bank	State Bank of India	Branch	CAG, MUMBAI	IFS Code	SBIN0009995
Beneficiary Name	INDIANOIL LNG PRIVATE LIMITED											
Beneficiary Account No	00000036749308756											
Name of the Bank	State Bank of India											
Branch	CAG, MUMBAI											
IFS Code	SBIN0009995											
vi	Sale of Tenders	Soft copies of the bidding document shall be issued to the Bidders through e-mail, upon mailing of scanned copy of 'filled tender document request form ' & confirmation of ' Tender fee payment '										

		to email: kanaparthyk@indianoillng.in , and reddynj@indianoillng.in .
	Starts on	1030 hours on 09.12.2021
	Closes on	1730 hours on 27.12.2021
vii	a) Bid Clarifications	The Bidders' clarifications shall reach IOLPL through email, at kanaparthyk@indianoillng.in , and reddynj@indianoillng.in on or before 1700 hours on 31.12.2021.
	b) Pre-Bid Meeting and site Visit	<ul style="list-style-type: none"> ▪ Pre-bid meeting shall take place at 11:30 hours on 06.01.2022 at the following address: IndianOil LNG Private Limited 8thFloor, Indian Oil Bhavan 139, Nungambakkam Road, CHENNAI INDIA – 600 034 ▪ Bidders shall visit the site on any working day between 09.12.2021 and 06.01.2021 giving at least one day notice for arranging gate pass to enter the Port Premises (working days-Monday to Saturday -0930 hours to 1730 hours). ▪ Bidders shall provide the Identification proofs along with photograph for making the port entry passes. ▪ Foreign Bidders visiting the site have to intimate one week before for obtaining customs clearance before Port Gate Pass which will be arranged by IOLPL after obtaining necessary documents from the bidder.
viii	Last date and Time of submission of Bids	<p>Bids (hard copy -1nos. and soft copy in USB flash drive – 1nos.) shall be submitted on or before 15:00 hours on 27.01.2022 at the following address.</p> <p>Mr. ANANTH KUMAR, GM (Mech) IndianOil LNG Private Limited 8thFloor, Indian Oil Bhavan 139, Nungambakkam Road, CHENNAI INDIA – 600 034 Telephone: +91 9791179669 / 8939174161 E-mail: kanaparthyk@indianoillng.in</p>
ix	Date and Time of Opening of Bids	<p>Part-I i.e., Techno-commercial Bid shall be opened on 27.01.2022 at 15:30 hours in the presence of authorized representatives of tenderers.</p> <p>Part-II (price part) of the techno-commercially acceptable bidders shall be opened at a later date with due information to the qualified bidders in due course.</p>
x	Earnest Money Deposit (EMD) amount	<p>The Bidder shall furnish an earnest money deposit (EMD) of INR 7,00,000/- (Indian Rupees Seven Lakhs Only) Or USD 10,000/- (USD Ten thousand only) as mentioned below:</p> <ul style="list-style-type: none"> • The EMD may be submitted in the form of NEFT/ e-payment to the following bank account number:

		Beneficiary Name	INDIANOIL LNG PRIVATE LIMITED
		Beneficiary Account No	00000036749308756
		Name of the Bank	State Bank of India
		Branch	CAG, MUMBAI
		IFS Code	SBIN0009995
		OR	
		<p>The EMD may be submitted in the form of bank guarantee (BG) as per the format provided at Annexure-BG-1 of Chapter-7 Conditions of contract of Techno-commercial bid issued through a scheduled bank operating in India (including the Indian branch of a foreign bank recognized as a scheduled bank in India).</p> <p>In case of submission of a BG, the validity of the BG shall be 8 MONTHS from the last date of submission of bids and original Bank guarantee shall be sent by the bank directly to: CFO, IndianOil LNG Private Limited, 8thFloor, Indian Oil Bhavan, 139, Nungambakkam Road, Chennai, India – 600 034, before bid opening.</p>	
xi	Validity of offer	6 MONTHS from the last date of submission of the bid	
xii	No. of Parties required	One	
xiii	Document required	<ol style="list-style-type: none"> 1. PAN Card, (Tax Residency Certificate, in case of Foreign Bidders) 2. Power of Attorney in favor of person authorized to sign the Tender documents, 3. Partnership deed (if applicable), 4. GST registration details. 5. For further documentation requirements please see Appendix to Chapter-6 (Instruction to Bidders). <p>Above documents to be submitted along Techno-commercial bid Part-1.</p>	
xiv	Tender issuing / Receiving Authority	<p>Mr. ANANTH KUMAR, GM (Mech) IndianOil LNG Private Limited 8thFloor, Indian Oil Bhavan 139, Nungambakkam Road, CHENNAI INDIA – 600 034 Telephone: +91 9791179669 / 8939174161 E-mail: kanaparthyk@indianoillng.in Alternate contact No: N J Reddy- +91-9729228484 Alternate Email: reddynj@indianoillng.in</p>	

Bids shall be submitted in the manner as described in instructions to bidders (ITB) of bidding document.

2.0 PRE-QUALIFICATION (PQ) REQUIREMENTS

2.1 In Case of Single Bidder

Bidder shall meet the PQ criteria as below:

- 2.1.1 The bidder should possess minimum of 10 years' experience in detailed design and engineering for LNG facilities. The bidder, in last 10 years, should have successfully Tender for Consultancy Services for Ennore LNG Terminal

completed FEED independently for

- at least one LNG import and Regasification terminal of minimum capacity 5 MMTPA

AND

- Bidder should have experience in PMC (Project Management Consultancy) and/or EPC (Engineering, Procurement & construction) supervision in a Hydrocarbon Project.

The responsibility of consultant shall include Preparation of comprehensive Front-End Engineering Design (FEED) including Geotechnical studies, obtaining latest local environmental parameters required for expansion of the existing 5 MMTPA capacity LNG terminal to 10 MMTPA capacity.

- 2.1.2 The bidder shall be required to name the prospective team for the proposed job. The team leader proposed shall possess minimum of 10 years' experience of detailed design and engineering for LNG facilities and should have successfully completed at least one FEED for LNG terminal of capacity of minimum of 5 MMTPA. Other members of the team shall have at least 8 years of experience in detailed engineering. The lead engineers proposed for this project should have experience in design of LNG facilities.
- 2.1.3 The Annual Turnover of single bidder shall be equal to or more than INR. 5.2 Crore or US\$ 695,000 during any of the last three preceding financial years, i.e., 2020-21, 2019-20, 2018-19, or financial year ending 31.12.2020, 31.12.2019 or 31.12.2018.

2.2 In case of Consortium/Joint Venture/ Partnership

- 2.2.1 Bids from Consortium/ Joint Venture/ Partnership comprising of maximum 2 (two) entities shall also be considered. In any such bid it shall not be necessary that both the members of the Consortium / Joint Venture / Partnership satisfy the Minimum PQ criteria set out in Clause 2.1.1, 2.1.2 & 2.1.3 hereof above (subject to 2.2.2 here below), and it will be sufficient if one member of the Consortium / Joint Venture / Partnership singly or both the members collectively satisfy the criteria.
- 2.2.2 The Annual Turnover for one of the partners / members of the Consortium / Joint Venture / Partnership shall be equal to or more than Rs. 5.2 Crore or US\$ 0.695 Million and for the other member the Annual Turnover shall be Rs. 2.6 Crore or US\$ 0.35 Million during any of the last three preceding years i.e., 2020-21, 2019-20, 2018-19, or financial year ending 31.12.2020, 31.12.2019 or 31.12.2018.

Bids submitted by a Consortium / Joint Venture / Partnership shall comply with the following:

- (i) The bid shall be signed by a duly authorized signatory of the Consortium / Joint Venture / Partnership bidder.
- (ii) The bid shall contain a statement of the members and composition of the Joint Venture / Consortium / partnership and shall provide all information necessary to

satisfy OWNER that at least one member of the Joint Venture / Consortium singly or both the members collectively fulfil(s) the experience criteria as set out in Clause 2.1.1 & 2.1.2 above.

- (iii) The member in whose name the tender document has been issued shall be in-charge to represent the Joint Venture / Consortium / Partnership in all dealings with the Consortium / Joint Venture / Partnership and for providing any information or clarification sought from the Consortium / Joint Venture / Partnership, and this authorization shall be evident by submitting a Power of Attorney signed by legally authorized signatory for the partner/ member so as to enable such representative of partner/ member to be in-charge and to act on behalf of and to bind the other partner / member.
- (iv) The member / partner-in-charge shall be authorized to incur liabilities and receive instructions for and on behalf of both partner(s) / member(s) of the Consortium / Joint Venture / Partnership and the entire execution of the contract, including payment, which shall be done exclusively with the member / partner-in-charge.
- (v) Both the partners / members of the Consortium / Joint Venture / Partnership shall be liable jointly and severally for the Performance of the CONTRACT in accordance with Contract terms and a relevant statement to this effect shall be deemed to be included in the authorization mentioned under (iii) above as well as in the Bid and shall be specifically included in the Format of Contract (in the case of successful bidder).
- (vi) The Consortium / Joint Venture / Partnership bidder should submit a copy of the agreement entered into by the partner(s) / member(s) governing the Performance of the work without limiting in any manner the obligation and / or joint and several liabilities of the partner(s) / member(s) to the OWNER. It should be expressly understood that the Consortium / Joint Venture / Partnership after submission of the bid shall not be permitted to be altered without prior written consent of the OWNER. Such agreement shall be subject to Owner's satisfaction to ensure that the work will be carried out to the required standard.
- (vii) The Consortium / Joint Venture / Partnership bidder shall submit a Notarized Authenticated Declaration in the format set out as **Appendix-X of Chapter-6: Instruction to Bidders (ITB)** hereto and original Power of Attorney or other authority of the Signatory of the Declaration to bind the principal partner.
- (viii) Should the Consortium / Joint Venture / Partnership bidder fail to satisfy any of the above conditions, the bid shall be liable to be rejected.

2.3 In case of Submission of Bids by Qualified Foreign Bidders Bidding through Indian Affiliates.

A foreign bidder who satisfies the qualification criteria set out in Clause 2.1.1, 2.1.2 & 2.1.3 above (the qualified bidder) may, if it so desires, bid through an Indian Affiliate subject to the satisfaction of the conditions set forth below:

2.3.1 For the purposes of these instructions, "affiliate" means a company owned and controlled by the qualified bidder where:

- i) "Ownership" means the legal and beneficial ownership of more than 50% of the issued and subscribed equity shareholding of the Indian Company either directly or through a common holding company which owns the majority of the issued and subscribed equity shares of the qualified bidder and the Indian Company;
- ii) "Control" means the right to exercise majority of the voting rights on any resolution for the appointment of Directors of the Indian Company either directly, or through a holding company aforesaid.

2.3.2 Bids submitted by a qualified bidder through an Indian Affiliate shall comply with the following:

- i) The bid shall be signed by a duly authorized signatory of the Indian Affiliate.
- ii) In addition to the other particulars required, the bid shall contain full particulars of the qualified bidder and of the Indian Affiliate and shall provide all information necessary to satisfy the Owner that the qualified bidder fulfils the qualifying criteria as set out in Clause 2.1.1, 2.1.2 & 2.1.3 above and that the Indian Affiliates with the necessary back up and support of the qualified bidder will be able to perform the obligations under any resultant award of work in the same manner and to the same standard as could be provided by the qualified bidder.

2.3.3 The Annual Turnover of Indian Affiliate shall be equal to or more than INR. 2.6 Crore during at least one of the last three preceding financial years i.e., 2020-21, 2019-20, 2018-19, or financial year ending 31.12.2020, 31.12.2019 or 31.12.2018.

2.3.4 The qualified bidder and the Indian Affiliate shall be jointly and severally liable for the performance of the contract and a Notarized Authenticated Declaration to this effect shall be submitted with the bid under the signature of an authorized signatory of the qualified bidder in the format set out at **Appendix-XI of Chapter-6: Instruction to Bidders (ITB)** and a similar statement shall be specifically included in the Form of Contract (in case the affiliate's bid is successful), which shall also be signed by the qualified bidder in confirmation.

2.3.5 The bid shall be made by the Indian affiliate and shall be considered as the bid of an Indian bidder.

3.0 SUBMISSION OF TENDER

3.1 A set of Bidding documents (non-transferable) may be purchased on any working day (Monday to Friday) during the sale period on written request and upon payment of Cost of Bidding Document (nonrefundable) through online payment to the bank particulars mentioned in the NIT. Request for sending bidding document by post, courier or any other mode shall not be entertained. Bid documents will be issued

through email upon receipt of request from the bidders along with proof of payment towards cost of bid documents.

- 3.2 Accredited Representatives of Foreign Bidders in India are also permitted to purchase the Bidding Document on behalf of Foreign Bidders, with specific authorization from the latter, on payment of requisite cost of Bidding Document in Indian Currency only. The Bid of Foreign Bidders shall be considered for opening and further evaluation only if the Foreign Bidder furnishes the prescribed cost of the Bidding Document in US Dollars through Crossed demand draft in favor of Indian Oil LNG private Limited payable at Chennai along with the techno-commercial bid. After receipt of requisite cost of the Bidding Document in US Dollars, cost of Bidding Document in Indian Rupees deposited by Indian Representative shall be refunded/ returned.
- 3.3 Bidder shall purchase the Bidding Document in his own name and submit the bid directly. The Bidding Document is non-transferable. Bids submitted by Bidder(s) who have not purchased the bidding document either directly or through their authorized agent, the bidding document will be rejected.
- 3.4 The tender shall be submitted in the manner as described in "Instructions to Bidders" (ITB) of the tender document.
- 3.5 "Earnest Money Deposit" (EMD) mentioned above shall be paid by way of "Bank Guarantee" from any Bank recognized as Scheduled Bank by Reserve Bank of India, in favour of Indian Oil LNG private Limited payable at Chennai. The Bank Guarantee towards EMD shall be furnished on non-judicial stamp paper of value not less than Rs.100/- (Rupees One Hundred Only) and in the prescribed proforma enclosed in Tender Document. The Bank Guarantee shall be kept valid for a period of **08 (EIGHT) months** from the last date of submission of bid. Tenders without Earnest Money are liable to be rejected. EMD of the unsuccessful bidders will be returned after issue of Letter of Award to successful bidder.
- 3.6 During opening of Techno-commercial part (i.e., Part-1) the name of Tenderers who have submitted their offers along with details of Earnest Money Deposit will only be read out and no other information/ details whatsoever will be read out.
- 3.7 IOLPL takes no responsibility for delay, loss or non-receipt of tender documents sent by post/ courier. Telex/ Telegraphic/ Fax/ E-Mail offers shall not be accepted.
- 3.8 IOLPL reserve the right to accept or reject any tender in part or full, without assigning any reason whatsoever.
- 3.9 The subject work is indivisible and shall be awarded to single successful bidder.
- 3.10 Tenderer should submit Acknowledgement Receipt of this tender document by return mail within 7 days of receipt of soft copy of bid document.

- 3.11 The offer of the Tenderer shall be valid for a period of 6 (six) months from the last date of submission of bid/ revised offer (if any).
- 3.12 Information/Data and the FEED prepared by the consultant under this assignment shall be the Owner's property.
- 3.13 The selected Consultant shall not be allowed to participate in the EPCC tenders of this project either directly or indirectly under his scope of work.

(K.ANANTH KUMAR)

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Encl: As above