

Konkan LNG Private Limited

Promoters : GAIL (India) Ltd. & NTPC Ltd.

5th Floor, GAIL Jubilee Tower,

B-35-36, Sector-1,

NOIDA-201 301, Uttar Pradesh (India)

Tel. : +91-120-4148917/27, Fax : +91-120-4148913

E-mail : info@konkanlng.in

REF:KLPL/HQ/C&P/Contract for Environmental Clearance/2019

Date. 21.02.2019

To,

PROSPECTIVE BIDDERS

Sub:Clarifications and Corrigendum to the Tender

Ref: Tender No. KLPL/HQ/C&P/Contract for Environmental Clearance/2019 for "Hiring of Services of Consultant For Obtaining Environmental & CRZ Clearance For Breakwater Project of LNG Terminal.."

Dear Sir(s),

Please find enclosed herewith "Clarifications and Corrigendum to the Tender (Dated 21.02.2019)" w.r.t. above-referred Tender.

This "Clarifications and Corrigendum to the Tender (Dated 21.02.2019)" shall form an integral part of above-referred Tender, which shall be duly signed and submitted by the bidders along with their bids/offers. It shall be deemed that the bidders have submitted their bids/ offers in consideration of this "Clarifications and Corrigendum to the Tender (Dated 21.02.2019)".

All other terms and conditions of above-referred Tender shall remain unchanged.

Encl: Clarifications and Corrigendum to the Tender (Dated 21.02.2019)

Thanking you,

Yours truly,

For & on behalf of
Konkan LNG Pvt Ltd.



21/2/19

RAJEEV MEHROTRA
Dy. General Manager (C&P)
KONKAN LNG PVT. LTD.
Gail Jubilee Tower, 5th Floor, B-35,36
Sector-1, Noida-201301, Uttar Pradesh

CLARIFICATIONS TO PRE-BID QUERIES

Tender No. : KLPL/HQ/C&P/Contract for Environmental Clearance/2019

Subject : Hiring Of Services of Consultant for Obtaining Environmental & CRZ Clearance For Breakwater Project Of LNG Terminal.

SL No.	Section [of Tender Document]	Page No.	Clause No. [along with its Heading]	Bidder's Query	KLPL's Response																																				
1.	Section-VI	88	Payment Terms	CRZ map from Authorized agency will request 100% payment.	It is clarified that the same can be requisitioned by the consultant and cost of the mapping will be paid directly by KLPL to the concerned Govt. Agency/ Deptt.. All administrative expenses such as travelling, lodging, boarding of the CRZ mapping team will be borne by the Bidder.																																				
2.				<table border="1"> <tr> <td>1</td> <td>On submission of Form-I, PFR to MoEF&CC</td> <td>10%</td> <td>10%</td> <td>On submission of Form-I, PFR to MoEF&CC</td> <td>10%</td> </tr> <tr> <td>2</td> <td>On recommendation of ToR</td> <td>10%</td> <td>10%</td> <td>On recommendation of ToR</td> <td>10%</td> </tr> <tr> <td>3</td> <td>Upon Mobilization of team for Field study</td> <td>10%</td> <td>10%</td> <td>Upon Mobilization of team for Field study</td> <td>20%</td> </tr> <tr> <td>4</td> <td>On submission of Draft EIA/CRZ Report</td> <td>25%</td> <td>25%</td> <td>On submission of Draft EIA/CRZ Report</td> <td>15%</td> </tr> <tr> <td>5</td> <td>On recommendation of CRZ clearance by Concerned Authority</td> <td>25%</td> <td>25%</td> <td>On recommendation of CRZ clearance by Concerned Authority</td> <td>25%</td> </tr> <tr> <td>6</td> <td>On recommendation of Environmental Clearance by Concerned Authority and Submitted to KLPL</td> <td>20%</td> <td>20%</td> <td>On recommendation of Environmental Clearance by Concerned Authority and Submitted to KLPL</td> <td>20%</td> </tr> </table>	1	On submission of Form-I, PFR to MoEF&CC	10%	10%	On submission of Form-I, PFR to MoEF&CC	10%	2	On recommendation of ToR	10%	10%	On recommendation of ToR	10%	3	Upon Mobilization of team for Field study	10%	10%	Upon Mobilization of team for Field study	20%	4	On submission of Draft EIA/CRZ Report	25%	25%	On submission of Draft EIA/CRZ Report	15%	5	On recommendation of CRZ clearance by Concerned Authority	25%	25%	On recommendation of CRZ clearance by Concerned Authority	25%	6	On recommendation of Environmental Clearance by Concerned Authority and Submitted to KLPL	20%	20%	On recommendation of Environmental Clearance by Concerned Authority and Submitted to KLPL	20%	
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3.	Section-VI	85	SOW	Preparation CRZ Map through authorized agency shall be carried out by Consultant. Kindly confirm the same.	Replied at Point No.1 above																																				
4.	Section-VI	85	SOW	a) Modelling study shall be carried out by the consultant to study the impact on the near shore/shoreline due to the proposed construction of breakwater. Kindly confirm the studies that are carried out	Tender conditions prevail.																																				

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5.	Section-IV	85	SOW	<p>in the DPR.</p> <p>b) Basic screening level study will be undertaken to study the hydrodynamic and sediment transport (Dredging & Disposal if any)</p> <p>As per the standard ToR, the following study is also mandatory Oil Spill Contingency Plan, Ship tranquility study. Kindly confirm the availability of those study(usually it will be carried out as part of DPR).</p>	Oil Spill Contingency Plan is not applicable because EC is for breakwater not for LNG Terminal. Ship tranquility study report will be provided by KLPL.
6.	Section IV		SOW	Existing Risk assessments reports can be used for the preparation of EIA Report. Kindly confirm the same. (As per PNGRB guidelines, Risk assessment need to be carried out once in five years)	Risk assessment and disaster management plan is to be carried out for proposed breakwater project at LNG Terminal as per clause 7 of Scope of work.
7.	Section-II	85	BEC Cl b(ii)	In Bid evaluation criteria, section -II B - relevant service contract should have both EC and CRZ Clearance? Kindly clarify.	Yes
8.				Is it mandatory to have in house NABL and MoEF accredited laboratory?	Bidder should have in-house NABL and MoEF Accredited Lab duly recognized by MoEF.
9.	Section-IV	85	SOW	Who will provide the CRZ map of authorized agency? Consultant or project proponent?	Replied at Point No.1
10.	Section-IV	85	SOW	As per the notification, three season monitoring is required in Ratnagiri Dist. - Kindly clarify.	One season monitoring is applicable (non-monsoon season) in this tender.
11.	Section-IV	85	SOW	Will project proponent provide the Bathymetry map?	Bathymetry maps will be provided to the successful bidder.
12.	Section IV	85	SOW	You have indicated the proposed EIA project is only for the construction of Breakwaters. We	Replied at point no. 6.

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13				<p>presume that there will not be any EIA study on construction of LNG terminal and storage of liquid and gas.</p> <p>In case if it is only breakwater construction and there is no Risk Assessment and Disaster Management study is involved, it will be only a impact on the adjacent shoreline. Please clarify whether we need to undertake Risk Assessment and Disaster Management study for LNG terminal.</p>	Not required for LNG terminal however, the same shall be required for Breakwater.
14.	Section VI	85	SOW	<p>Kindly clarify the EIA study is needed covering one season or three seasons. The price format shows only a consolidated quote, which may significantly differ according to the number of seasons.</p>	Replied at Point No.10.
15.	Section VI	85	SOW	<p>Extra point : Mangroves, forests are applicable to this project</p>	NO
16.	SECTION-I	3	<p>Mentions work is for Breakwater project at LNG terminal, Dhabol whereas tender mentions CNG Terminal</p> <p>The bidder must have successfully completed at least one Contract/ Service Order, in the preceding 07 years as on due date of bid submission, for a job under Section33 Category-A Schedule 7(e).</p>	<p>PI clarify project</p>	"CNG" to be read as "LNG"
17.	SECTION-II	8(BEC)		<p>Can these criteria be relaxed if consultant has done other environmental services for ports/harbours/terminals (like CRZ clearance, environmental & social due diligence, etc.)</p>	Tender conditions prevail.
18.	GCC	84	<p>All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the</p> <p>ARTICLE - 3.23: Acquisiti on of</p>	<p>All statutory fees required for EC & CRZ clearance should be paid by client directly.</p>	Agreed

Sl. No.	Section [of Tender Document]	Page No.	Clause No. [along with its Heading]	Bidder's Query	KLPL's Response
		Data	responsibility of the CONSULTANT.		
19.	GCC	77 ARTICLE 3.5: PAYMENT TERMS	Payment terms	Both sections provide different payment terms. Please confirm which payment terms will be applicable for the work.	Replied at pt. no.2 above.
20.	SECTION-VI- Scope of Work (SOW)	88 PAYMENT TERMS			
21.	GCC	78 ARTICLE 3.5: PAYMENT TERMS	KLPL reserves the right to enter into the next Stage or terminate the contract at the completion of the previous Stage as indicated above and submission of all the deliverables pertaining to the Stage completed. In such case the payment to the Consultant shall be restricted to payments payable for the Stage completed as indicated above.	Either Party may at any time, for any reason, terminate this Contract by giving the other Party not less than thirty (30) days prior written notice of its intention to terminate this Contract. The termination shall be effective upon expiry of the notice period. The termination notice shall be in writing with the official company seal being affixed thereto and should be either hand delivered or sent by courier mail to the relevant Party's registered address. The Employer shall compensate the Consultant for all subsequent expenses and disbursements properly incurred (or to be incurred) arising from such suspension, resumption of the Services or termination (including but not limited to the cost of engaging, re-deploying, remobilising and/or dismissing staff); and the Employer shall compensate the Consultant for all other costs or liability which in the circumstances were reasonably incurred in the expectation of performing/completing the Services.	Tender terms prevail
22.	GCC	82 3.16.3 Termination for convenience	KLPL may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by KLPL till the date upon which such termination becomes effective.		Tender terms prevail

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23.	E) COMPLETE TION/ CONTRA CT PERIOD	3 SECTION- I "INVITATI ON FOR BID (IFB)"	7 Months from date of FOA	considering that project will need to get CRZ clearance, public hearing and environmental clearance, we request to extend the timelines	Amended to "8 months from FOA "
24.	GCC	82 ARTICLE 3.15: LIABILITY ES	3.15.1 Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.	Regulatory appraisal time is beyond control of consultant. Consultant shall not remain liable for any delays due to that.	Agreed
25.	SECTION- VI- Scope of Work (SOW)	88 PAYMEN T TERMS:	Payment terms	<p>Bidder would like to propose different payment terms (milestone based). Pl Consider the same.</p> <p>PAYMENT TERMS:</p> <ul style="list-style-type: none"> 1) On submission of Form 1, PFR to MoEFCC 10% 2) On recommendation of ToR 10% 3) On submission of Draft EIA Report 30% 4 On submission of Draft CRZ Report 30% 5 On recommendation of CRZ Clearance by concerned Authority 10% 6 On recommendation of Environment Clearance by concerned Authority and submitted to KLPL 10% 	Agreed
26.	Section.2 (Clause A)	8	The bidder must have successfully completed at least one Contract/ Service Order, in the preceding 07 years as on due date of bid submission, for a job under Section 33 Category-A Schedule 7(e).	<p>We have NABET accreditation in Section 33 Category-A Schedule 7(e) i.e Ports and Harbors but we do not have completed project. BEIPL has an ongoing project. Also, we have Expert who has experience in this sector (Category-A NABET Accredited) for more than 20 years. We request you to kindly consider the ongoing project.</p>	Replied at pt.2 above Tender conditions prevail.

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27.	Section 1 3 (E)		Completion / Contract period is 7 months from the date of FOA	The overall timeframe for completion of the EIA studies including the grant of Environmental Clearance (EC) and CRZ Clearance should be extended as Public hearing dates and meetings with authorities (MCZMA/MoEF&CC) are not in control of consultant and this may extend the timeline for completion of task.	Amended to read as " 8 months"
28.	Article 3.5:	77	Payment terms	We request you to please change the payment terms as major work is involved till draft report preparation stage.	Pl refer reply to point no. 2
29.	Section VI	85	SOW	No of locations for monitoring the data	As per TOR as prescribed by MoEFF.

For & on behalf of
Konkan LNG Pvt Ltd


[Rajeev Mehrotra]

DGM (C&P)

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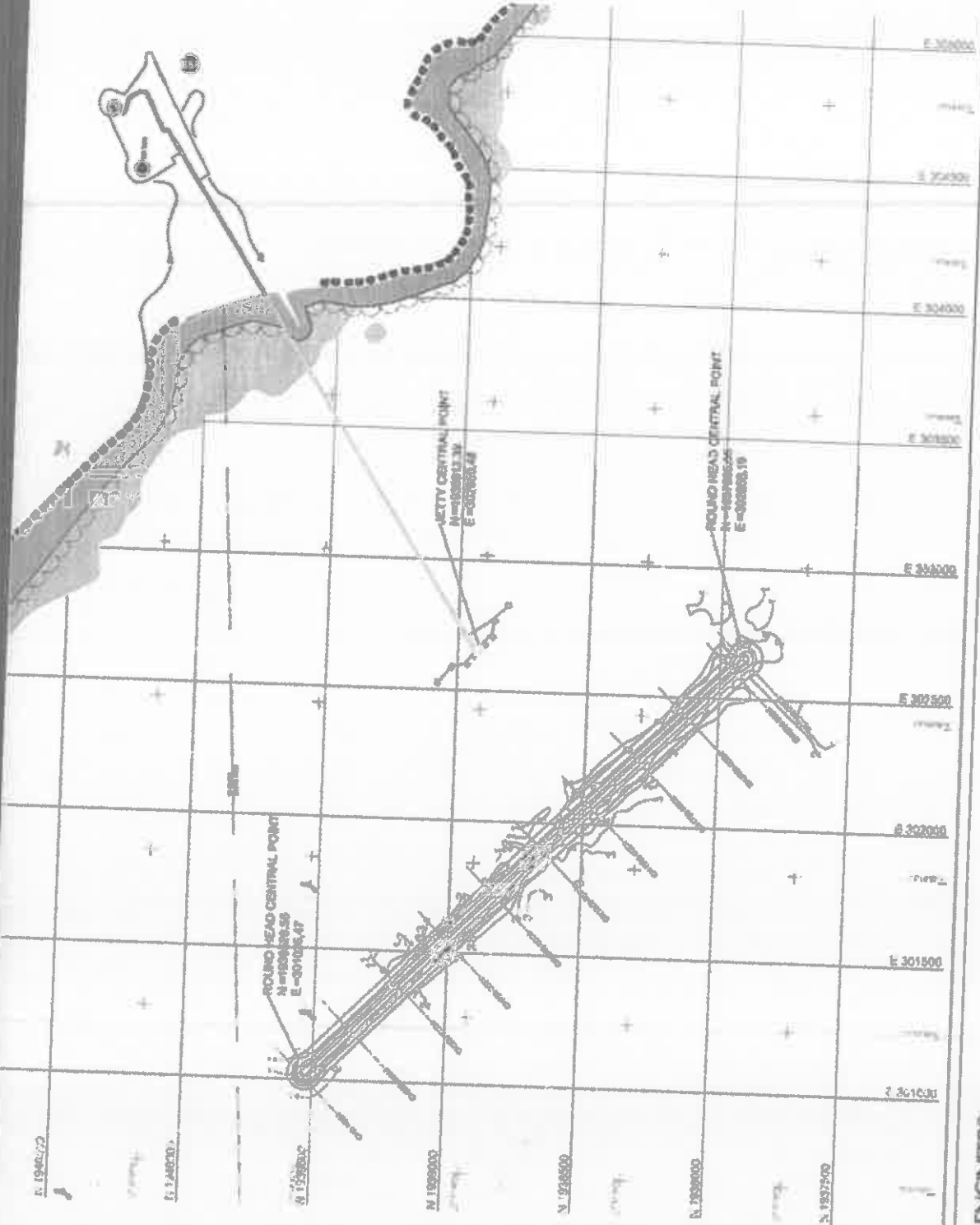
CORRIGENDUM

Tender No. : KLPL/HQ/C&P/Contract for Environmental Clearance/2019

Subject : Hiring of Services of Consultant for Obtaining Environmental & CRZ Clearance for Breakwater Project of LNG Terminal.

Sl.	Section [of Tender Document	Page No.	Clause No. [along with its Heading]	Bidder's Query	KLPL's Response
1.	SECTION N-VI	83 Scope of work	Project details (capacity, location, project map, etc.) are not given	PI provide project capacity, location, project map (KML/KMZ file) so that project budgeting can be done properly. The associated expenses (Public Hearing) will be arranged /borne by KLPL. PI confirm the same	Project details attached as Annexure -1.
2.	SECTION N-VI	83 Scope of work	Technical Presentation during Public Hearing		Agreed, pl ref. Section VI (i) A page 85 of tender. The content of bracket "(Please clarify whether only technical support is to be given)" stands deleted.

Breakwater to protect Jetty



Summary

✓	Type of Break Water	:	Rubble Mound Structure with patented armour blocks (Accropode™)
✓	Total Length	:	2.3 km
✓	Base Width	:	Approx. 80 m
✓	Base level	:	At bed rock (approx. -17.0m C.D)
✓	Crest Level	:	+ 7.1 m CD
✓	Crest Width	:	7.3 m at trunk and 27.10m at roundhead
✓	Water Levels	:	(-)0.1 m to (+)4.1 m CD