

ADDENDUM

**In respect of Tender for
GRANT OF PERMISSION FOR OPERATING FLOATING STORAGE
AND REGASIFICATION UNIT (FSRU)/ FLOATING STORAGE UNIT (FSU)
FOR RECEIVING, STORING, REGASIFYING (OPTIONAL) AND TRANSPORTING LNG
FROM MOTHER VESSELS AT SANDHEADS TO SUITABLE LANDFALL POINT**

Tender No. Admn/T/132 dated 05.12.2014

In terms of Clause (IX)(24)(a) of the Tender Document and in pursuance of the queries/ clarifications raised / sought by different prospective tenderers/bidders in respect of the terms & conditions of the subject tender document, KoPT hereby issues '**Addendum**' as given in the following Appendices which may kindly be noted by the intending tenderers / bidders for submitting their tenders :-

Appendix-1: Amendment to various clauses of the Tender Document.

Appendix-2: Clarifications / responses to queries made by various prospective tenderers / bidders regarding different clauses of the Tender Document. The clarifications given in this Appendix against the different clauses of the Tender Document will however not change the clauses concerned which will continue to remain in the form given in the Tender Document and /or the Addendum.

This Addendum alongwith the stated Appendices shall be considered to form a part of the tender document concerned.

The prospective tenderers / bidders are requested to submit their tender in the manner indicated in the Tender Document. They are also required to put their seals and signature on all the pages of this Addendum alongwith the stated Appendices and submit the same alongwith the Techno-Commercial Part of their offer, as a token of acceptance of this Addendum.

The due date & time of submission of the subject Tender is extended upto 1300 hrs. of 19.01.2015. Covers I & II of the tender will be opened at 1500 hours of 19.01.2015.

Appendix – 1 : Amendment to various clauses of the Tender Document.

Sl. No.	Reference	Original clause in the tender document	Amended/Modified clause
1	II(4)	Application due date – 09.01.2015	The due date & time of submission of the subject Tender is extended upto 1300 hrs. of 19.01.2015. Covers I & II of the tender will be opened at 1500 hours of 19.01.2015.
2	III(iii)b	Deployment, Operation and Maintenance of all the allied infrastructure and other required facilities for undertaking transshipment operations, regasification (optional) and transfer of Natural Gas through the subsea pipeline to the On Shore Receiving Facility (ORF)	Deployment, Operation and Maintenance of all the allied infrastructure and other required facilities for undertaking transfer of LNG to storage tank of FSRU/FSU , regasification (optional) and transfer of Natural Gas through the subsea pipeline to the On Shore Receiving Facility (ORF)
3	IV(i); Part I(3)	<p>Way leave Charges on the Subsea Pipeline is payable at the rate prescribed in the Schedule of Rents notified under Section 49 of the Major Port Trusts Act, 1963 (38 of 1963) by the Competent KoPT.</p> <p>Way leave Charges will be payable on monthly basis in advance from the date of commencement of laying the Subsea Pipeline until the termination of the Agreement concerned.</p> <p>Security Deposit equivalent to 12 months' Way leave Charges and taxes thereon shall be maintained by the selected tenderer/bidder with KoPT in cash at all time during the subsistence of the Way Leave arrangement. Security Deposit will be refunded only if the sub-sea pipeline is retrieved upto the satisfaction of KoPT.</p> <p>[Note: As per item 68 of Part I of the Current Schedule of Rent notified vide Gazette no. 47 dated 08/03/2011, the amount payable would be at the rate of INR 195.26 per 100 sq. metre per month on the actual area covered by the Subsea Pipeline Route and the rate will be enhanced every year by 2%</p>	<p>Way leave Charges on the Subsea Pipeline is payable at the rate prescribed in the Schedule of Rents notified under Section 49 of the Major Port Trusts Act, 1963 (38 of 1963) by the Competent Authority.</p> <p>Way leave Charges will be payable on monthly basis in advance from the date of commencement of laying the Subsea Pipeline until expiry / termination of the Agreement concerned.</p> <p>Security Deposit equivalent to 12 months' Way leave Charges and taxes thereon shall be maintained by the selected tenderer/bidder with KoPT in cash at all time during the subsistence of the Way Leave arrangement. Security Deposit without interest will be refunded after expiry / termination of Agreement, only if the sub-sea pipeline is retrieved upto the satisfaction of KoPT.</p> <p>[Note: As per item 68 of Part I of the Current Schedule of Rent notified vide Gazette no. 47 dated 08/03/2011, the amount payable would be at the rate of INR 195.26 per 100 sq. metre per month on the actual area covered by the</p>

		on 7th April till the Schedule of Rent is revised by the Competent KoPT.]	Subsea Pipeline Route and the rate will be enhanced every year by 2% on 7th April till the Schedule of Rent is revised by the Competent Authority.]
4	V(i)	For the purposes of this tender the floor level MGT is 1 million tonnes per annum. Tenderers/ Bidders would have to offer MGT over and above this floor level MGT. The Tenderer/ Bidder quoting / offering the highest MGT would be given first choice in respect of choosing a location within the identified position at Sandheads as mentioned in Section III hereinabove for anchoring the FSRU/FSU. The next highest Tenderer/Bidder would be given the next choice and so on.	For the purposes of this tender the floor level MGT is 1 million tonnes per annum. Tenderers/ Bidders would have to offer MGT over and above this floor level MGT. All the bidders/tenderers would be required to indicate their chosen sites for FSRU/FSU installation by 02.04.2015. In the event of a tie amongst successful tenderer(s) who have been issued LoA, for a site location, or in case of any overlapping between two sites with regard to minimum distance to be kept, the bidder offering the higher MGT will be awarded the chosen site. The other bidder(s), would have to indicate alternative site within the area specified in the NIT within 15 working days from date of communication of non-acceptance of chosen site.
5	V(iii)	The successful bidder shall ensure achieving year-wise Minimum Guaranteed Throughput committed, throughout the period of agreement/arrangement from commissioning date.	If the successful tenderer/bidder fails to achieve the committed Minimum Guaranteed Throughput for 3 consecutive years after commissioning of the project, permission granted would be liable to be withdrawn.
6	VII(vii)	If the selected Tenderer/Bidder fails to commission the Project within the stipulated time (as mentioned in this tender document or as mentioned by the bidder in his bid, whichever is earlier), the Performance Guarantee would be forfeited in full. However, in case there are genuine and cogent reasons for not commissioning the project within the stipulated period, KoPT may grant extension of time upto maximum 6 months during which period 1% of the Performance Guarantee amount would be forfeited for each month's delay or part thereof. It is further clarified that if the project could not be commissioned even within 6 months extended period,	If the selected Tenderer/Bidder fails to commission the Project within 48 months from LoA , the Performance Guarantee would be forfeited in full. However, in case there are genuine and cogent reasons for not commissioning the project within the stipulated period, KoPT may grant extension of time upto maximum 12 months during which period 2% of the Performance Guarantee amount would be forfeited for each month's delay or part thereof. However, MGT would be payable to KoPT after 48 months from LoA onward in such a case. It is further clarified that if the project could not be commissioned even within 12 months of extended period,

		the performance guarantee would be forfeited without any reference and the permission for the project would stand cancelled and withdrawn.	without genuine and cogent reasons , the performance guarantee would be forfeited without any reference and the permission for the project might stand cancelled and withdrawn.
7	VIII(i)	The selected Tenderer/Bidder would have to commission the project within 36 months from the date of issuance of Letter of Award (LoA)	The selected Tenderer/Bidder would have to commission the project within 48 months from the date of issuance of Letter of Award (LoA)
8	IX(5)	Applicant should have experience in handling an average quantity of 1 MMTPA of oil or gas during the last 3 financial years (Technical Capacity) and a minimum Net Worth of Rs. 131.50 Crores at the close of the preceding financial year (Financial Capacity)	Applicant / tenderer / bidder should have experience in handling an average quantity of 1 MMTPA of oil and gas during the last 3 financial years (Technical Capacity) and a minimum Net Worth of Rs. 131.50 Crores at the close of the preceding financial year (Financial Capacity)
9	IX(13)	Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.	Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.
10	IX(24)(b)	Any Addendum thus issued will be sent in writing to all those who have purchased this document.	Any Addendum thus issued will be notified only through KoPT website and the intending bidders are requested to check for the same at the website(s) prior to submission of their offers.
11	XV(1)(c) (New clause)		Along with the acceptance of LoA, the successful tenderer(s) shall also provide a Bar Chart, broad timelines/milestones in respect of studies, order placements, financial closure, statutory clearances, etc for monitoring progress of the project by KoPT. In the event of major deviation from the above

			without genuine and cogent reasons, impairing the scheduled commissioning of the project, KoPT reserves the right to terminate the agreement /withdraw the permission.
12	XV(2)(a)	In case the successful tenderer is a consortium, then upon receipt of Letter of Intent (LoA), it shall promptly form the Joint Venture Company to comply with the scope of work and other obligations detailed in the tender document, Addendum and all other associated documents exchanged and submit the copies of Certificate of Incorporation, Memorandum & Article of Association etc. to KoPT within a period of 45 days from the date of issuance of LoI.	In case the successful tenderer is a consortium, then upon receipt of Letter of Award(LoA), it shall promptly form the Joint Venture Company to comply with the scope of work and other obligations detailed in the tender document, Addendum and all other associated documents exchanged and submit the copies of Certificate of Incorporation, Memorandum & Article of Association etc. to KoPT within a period of 90 days from the date of issuance of LoA.
13	XV(3)	An agreement shall have to be executed on a Non-judicial Stamp paper of at least INR 100/- as per format enclosed as Appendix VIII by the successful tenderer / Joint Venture Company (so formed by the successful tenderer as an SPV) at his / their expense within 90 days from the date of issuance of LoA. All correspondence between the Successful Tenderer (who finally formed the Joint Venture Company as an SPV) and KoPT and all documents submitted by both the parties from the date of opening of the tender till the submission of the Performance Guarantee as well as the Memorandum and Articles of Association of the SPV accepted by KoPT, Certificate of Incorporation of the SPV etc. shall form part of the agreement.	An agreement shall have to be executed on a Non-judicial Stamp paper of at least INR 100/- as per format enclosed as Appendix VIII by the successful tenderer / Joint Venture Company (so formed by the successful tenderer as an SPV) at his / their expense within 135 days from the date of issuance of LoA. All correspondence between the Successful Tenderer (who finally formed the Joint Venture Company as an SPV) and KoPT and all documents submitted by both the parties from the date of opening of the tender till the submission of the Performance Guarantee as well as the Memorandum and Articles of Association of the SPV accepted by KoPT, Certificate of Incorporation of the SPV etc. shall form part of the agreement.
14	XV(13)(a)	In the event of occurrence of any event of default as mentioned at Clause 12 hereinabove, KoPT may proceed, at its sole discretion, for terminating the agreement / arrangement by way of giving three (3) months (termination period) notice within which time the FSRU/FSU operator will be required to peacefully remove the FSRU/FSU and all associated	In the event of occurrence of any event of default as mentioned at Clause XV(12) and in terms of Clauses V(iii), VII(vii) and XV(1)(c), KoPT may proceed, at its sole discretion, for terminating the agreement / arrangement by way of giving three (3) months (termination period) notice within which time the FSRU/FSU operator will be required to peacefully

		equipment supplied and deployed by them at KoPT limits (except the subsea pipeline which may be abandoned with prior permission of KoPT).	remove the FSRU/FSU and all associated equipment supplied and deployed by them at KoPT limits (except the subsea pipeline which may be abandoned with prior permission of KoPT).
15	Appendix IV; 4(d)	Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.	Party of the Fourth Part shall be the Other Member of the Consortium.
16	Appendix IV; 6.6	The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPV in terms of the Agreement.	Clause deleted.

Appendix – 2 : Clarifications / responses to queries

Sl. No.	Query Received	Response of KoPT
Queries received from H-Energy Private Limited.		
1.	<p>Setting up FSRU/FSU beyond specified boundary: <i>"FSRUs may be installed at Sandheads anywhere within the area defined by the following geographical positions provided they are at least 3 miles apart from each other and maintain a safe distance from the pipeline corridor...."</i> (Clause III(v), Page 9)</p> <p>Amendment sought in the tender document – In order that the project proponents have the flexibility to select FSRUs/ FSUs which can operate at water depths below 50 meters, the bidders should be permitted to select a site which is outside the specified area defined by geographical positions mentioned in Clause III(v), Page 9 with due permission from KoPT.</p>	<p>No amendment is considered necessary in the specified clause of the tender document.</p> <p>The area defined in Clause III(v) is adequate to accommodate at least 4 operators. If more parties emerge, the port will definitely consider opening up and extending the geographical boundaries specified in the referred clause, subject to non-interference with the navigational channel and operation of other users.</p>
2.	<p>Number of FSRUs/FSUs: <i>"KoPT has multiple areas with depth of approximately 50 mtrs or more for mooring more than one FSRU/FSU. KoPT would accord permission to multiple parties to anchor and operate FSRU/FSU at Sandheads and to lay subsea pipeline from the FSRU/FSU to the landfall point selected by the bidder on payment of charges as per its Scale of Rates/Schedule of Rent and Land Policy."</i> (Clause III(iv) pg.9)</p> <p>Maximum No. of FRSUs/FSUs is not mentioned in the Tender Document. It is important to understand it from the business perspective.</p> <p>Amendment sought in the tender document – Tender Document should specify the maximum number of Applicants to whom LOA shall be issued by KoPT.</p>	<p>No amendment / additional clause is considered necessary in the tender document.</p> <p>Prospective applicants/ bidders may take note of the clarification given at Sl. No. 1 above.</p>
3.	<p>Minimum Guaranteed Throughput (MGT): <i>"The Tenderer/Bidder quoting / offering the highest MGT would be given first choice in respect of choosing a location</i></p>	<p>All the bidders/tenderers would be required to indicate their chosen sites for FSRU/FSU installation by 02.04.2015. In the event of a tie amongst successful tenderer(s) who have been issued LoA,</p>

	<p><i>within the identified position at Sandheads as mentioned in Section III hereinabove for anchoring the FSRU/FSU. The next highest Tenderer/Bidder would be given the next choice and so on. (Clause V(i) pg.14)</i></p> <p>Allocation of locations for FSRUs/FSUs to various bidders based on descending sequence of MGT may compel the subsequent bidders to suspend all activities w.r.t. the Project till site selection is done by all the previous highest bidders.</p> <p>Amendment sought in the tender document –</p> <p>On opening of MGT bids, the bidders should be ranked in descending order of MGT offered by them, subject to maximum number of FSRUs/ FSUs (as highlighted in Sr. No. 2 above). LOA's to be issued to all such qualified bidders. Thereafter, all the qualified bidders would select the site of their choice and seek KoPT's approval. In the event of a tie for a site location, the bidder offering the higher MGT of the two will be awarded the site.</p>	<p>for a site location or in case of any overlapping between two sites with regard to minimum distance to be kept, the bidder offering the higher MGT will be awarded the chosen site. The other bidder(s), would have to indicate alternative site within the area specified in the NIT within 15 working days from date of communication of non-acceptance of chosen site.</p> <p>Prospective tenderers may also refer amended clause V(i) in this regard</p>
4	<p>Commissioning Period: <i>"The selected tenderer/ bidder would have to commission the project within 36 months from the date of issuance of Letter of Award(LOA.)" (Clause VIII, Page 18)</i></p> <p>Amendment sought in the tender document –</p> <p>The selected tenderer/ bidder would have to commission the project within 48 months from the date of issuance of Letter of Award (LOA).</p>	<p>Modified/amended clause VIII(i) in this regard may be seen.</p>
5	<p>Termination on account of delay: <i>"If the selected Tenderer/Bidder fails to commission the Project within the stipulated time (as mentioned in this tender document or as mentioned by the bidder in his bid, whichever is earlier), the Performance Guarantee would be forfeited in full. However, in case there are genuine and cogent reasons for not commissioning the project within the stipulated period, KoPT may grant extension of time up to maximum 6 months during which period 1% of the Performance Guarantee amount would be forfeited for each month's delay or part</i></p>	<p>Modified/amended clause VII(vii) in this regard may be seen.</p>

	<p><i>thereof. It is further clarified that if the project could not be commissioned even within 6 months extended period, the performance guarantee would be forfeited without any reference and the permission for the project would stand cancelled and withdrawn.”(Clause VII(vii) pg. 18)</i></p> <p>Amendment sought in the tender document – If the selected Tenderer/Bidder fails to commission the Project within the stipulated time of 48 months as mentioned in serial number 4 above and there are genuine and cogent reasons for delay in commissioning the Project, KoPT shall grant extension of 12 months during which period 2% of the Performance Guarantee amount would be forfeited for each month’s delay or part thereof. If the project could not be commissioned even within 12 months extended period, KoPT reserves the right to cancel or withdraw the permission so granted, forfeit the performance guarantee.</p>	
6	<p>Substitution of Consortium Member: <i>"Change in the composition of a Consortium will not be permitted by the KoPT during the Tendering Stage.”(Clause IX(14) pg. 23)</i></p> <p>Amendment sought in the tender document – After formation of the SPV, various assessments would have to be done by the Consortium members to take the Final Investment Decision (FID). Considering the same, if at all circumstances so demand, a change in the composition of the Consortium should be permitted provided that</p> <p>(a) The Lead Member constitutes to be the Lead Member of the Consortium (b) The substitute is equal or more in terms of Technical and Financial Capacity, to the outgoing Consortium Member and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants/ Consortium (c) The incoming Member expressly adopt(s) the Application already made</p>	<p>No amendment was considered necessary in the specified clause of the tender document.</p>

	<p>on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/ Associate of any other Consortium bidding for this Project.</p>	
7	<p>Extension of Time Limit for formation of Joint Venture Company <i>"In case the successful tenderer is a consortium, then upon receipt of Letter of Intent (LoA), it shall promptly form the Joint Venture Company to comply with the scope of work and other obligations detailed in the tender document, Addendum and all other associated documents exchanged and submit the copies of Certificate of Incorporation, Memorandum & Article of Association etc. to KoPT within a period of 45 days from the date of issuance of LoI."</i> (Clause XV(2)(a), Page 36)</p> <p>Amendment sought in the tender document – In case the successful tenderer is a consortium, then upon receipt of Letter of Intent (LoA), it shall promptly form the Joint Venture Company to comply with the scope of work and other obligations detailed in the tender document, Addendum and all other associated documents exchanged and submit the copies of Certificate of Incorporation, Memorandum & Article of Association etc. to KoPT within a period of 90 days from the date of issuance of LoA.</p>	<p>Modified/amended clause XV(2)(a) and XV(3) in this regard may be seen.</p>
8	<p>Levy of Wharfage on Cargo: Part I – Payments by Tenderer/Bidder/FSRU operator to KoPT <i>"KOPT shall levy and collect Wharfage on LNG cargo."</i> (Clause IV(4), Page 11)</p> <p>Amendment sought in the tender document – KoPT shall levy and collect Wharfage on LNG Cargo from Terminal users or Importers</p>	<p>No amendment was considered necessary in the specified clause of the tender document.</p>
9	<p>Forfeiture of EMD: <i>"In case it is found during scrutiny and/ or evaluation or at any time before signing of the Agreement or commencement of the</i></p>	<p>No amendment was considered necessary in the specified clauses of the tender document.</p>

	<p><i>contract, that one or more of the eligibility conditions have not been met by the tenderer or the tenderer has made material misrepresentation or has given any materially incorrect or false information, the tenderer shall be disqualified forthwith and in such event KoPT shall forfeit and appropriate the Earnest Money Deposit, without prejudice to any other right or remedy that may be available to KoPT.” (Clause I(xiv), Page 7 and refer to EMD forfeiture conditions mentioned in Clause VI(iii)(b), Page 16)</i></p> <p>Amendment sought in the tender document – In case it is found during scrutiny and/ or evaluation or at any time before signing of the Agreement or commencement of the contract, that the tenderer has made material misrepresentation or has given any materially incorrect or false information, the tenderer shall be disqualified forthwith and in such event KoPT shall forfeit and appropriate the Earnest Money Deposit, without prejudice to any other right or remedy that may be available to KoPT.</p>	
10	<p>O&M Member: <i>“The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPV in terms of the Agreement.” (Appendix IV, Clause 6.6, Page 52)</i></p> <p>Amendment sought in the tender document – There is no reference of O&M member anywhere in the tender document except in Clause 6.6 of Appendix IV. Hence, the Clause 6.6 in Appendix IV should be deleted.</p>	Modifications / Deletions to Appendix IV, Clause 4(d) and Clause 6.6 in this regard may be seen.
11	<p>Preparation and Submission of Application/ Tender/ Bid : <i>“Copies of Applicant’s duly audited balance sheet and profit and loss account , financial statements and Annual Reports for 3 (three) years preceding the Application Due Date.” (Clause X. 3.1.(b), Page 27)</i></p> <p><i>“Notwithstanding anything to the contrary contained herein, in the event that the</i></p>	<p>Clause X. 3.1.(b)(viii) is in order.</p> <p>In respect of Clause IX(13), the amended/modified clause may be seen.</p> <p>It is clarified that 3 years apply to Technical capacity and 1 year to Financial capacity. Clause IX(5) may be referred in this respect.</p>

	<p><i>Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.</i> (Clause IX(13), Page 23)</p> <p>In case if Application Due Date falls within three months of the closing of the latest financial year of an Applicant, KoPT to clarify the time period (1 year or 3 years or 5 years) for furnishing the financial information and certification.</p>	
12	<p>Obligation to pay MGT: <i>"The successful bidder shall ensure achieving year-wise Minimum Guaranteed Throughput committed, throughout the period of agreement/arrangement from commissioning date."</i> (Clause V(iii), Page 15)</p> <p>Amendment sought in the tender document – The successful bidder shall ensure payment of amount equivalent to the wharfage, as applicable, plus all taxes and duties if the actual LNG traffic handled in a year falls below the committed Minimum Guaranteed Throughput, throughout the period of agreement/ arrangement from commissioning date.</p>	Modified/amended clause V(iii) in this regard may be seen.
Queries received from IMC Limited.		
13	<p>Application Due date is 9.1.2015: Considering the nature of the project, the time provided for interested bidders is not sufficient to complete the tender requirements. The date should be minimum deferred by 2 months to 9.3.2015</p>	The due date & time of submission of the subject Tender is extended upto 1300 hrs. of 19.01.2015. Covers I & II of the tender will be opened at 1500 hours of 19.01.2015.
14	<p>Landfall point : a) Please advise whether any market assessment study has been conducted for demand of natural gas from the proposed FSRU project. If yes, we request you to share the results of such market study b) Who shall be responsible for laying the</p>	<p>a) No. Please also refer to Clause III(vi) of the tender document b) The successful tenderer(s) would have to make required arrangements c) No. Please also refer to Clause</p>

	pipeline from the landfall point to facilitate transfer of natural gas c) Whether any land shall be provided for setting up shore facilities required for transfer of natural gas from the FSRU	III(vii) of the tender document
15	Is the port willing to take equity in the Project	No
16	Statutory clearances : Would port procure various clearances, viz., Environmental clearance, Naval clearance, CRZ, etc	No. Please refer to Clause III(iii)(e) of the tender document
17	Various relevant marine studies available with Port may be shared with the bidders.	Please refer to Clause III(vi) of the tender document