

Tender Amendments / Clarifications Document

Ref: GIPCL/SLPP/PH-1/R&M/DPR/22-23/Amendment

Date: 21st December 2022.

To,
Prospective Bidder

Sub: Amendments / Clarifications for “APPOINTMENT OF CONSULTANT FOR PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR RENOVATION & MODERNISATION (R & M) AND LIFE EXTENSION (LE) OF SLPP PHASE – 1 (2 X 125 MW UNITS - 1&2).”

Ref: *E-Tender Ref. GIPCL/SLPP/PH-1/R&M/DPR/22-23/dated 14th November, 2022.*

- (1) The open online e-tender published for “APPOINTMENT OF CONSULTANT FOR PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR RENOVATION & MODERNISATION (R & M) AND LIFE EXTENSION (LE) OF SLPP PHASE – 1 (2 X 125 MW UNITS - 1&2), RFP No: GIPCL/SLPP/PH-1/R&M/DPR/22-23” through n Procure on 14.11.2022. The Pre-Bid meeting was held on 14.12.2022 at 11:00 a.m. through online mode.
- (2) Amendments / clarifications are made to the subject Tender as indicated in this Tender Amendment / Clarification Document (the “Amendment - 1”).
- (3) This Amendment - 1 shall now be considered as an integral part of the subject Tender document. All terms and conditions applicable to the Tender shall now be applicable to this Amendment Document. Any amendment indicated in this Amendment Document shall supersede all relevant terms and conditions/ clauses of the subject Tender.
- (4) The Bidder shall understand, duly sign and seal each page of this Amendment Document and submit as per the method / procedure mentioned in the Tender.

Yours faithfully,
For and on behalf of GIPCL

Sd/-

Chief General Manager (SLPP)

Attachments:

1. Amendment - 1 to the Tender Document
2. Consolidated Replies / Clarifications to the Bidder's Queries

Attachment 1

Amendment - 1

Sr. No.	Page No.	Clause No.	Tender Clause/ Specification	Amendment / Clarification by GIPCL
1.	21	Clause 3.2 A A. Technical Criteria	The Consultant should possess minimum Three (03) years of experience and minimum 03 Nos. of plants/units in last Ten (10) years ending last day of the month previous to the one in which tender is invited in similar nature of jobs like R&M and LE in Power Sector. Total Minimum 500 MW of Coal/ Lignite based Thermal Power Plant. (Unit size shall be 110MW and above capacity coal/ Lignite based thermal power plant)	The Consultant should possess minimum Three (03) years of experience and minimum One (01) coal/lignite fired plant/unit in last Ten (10) years ending last day of the month previous to the one in which tender is invited in similar nature of jobs like R&M and LE in Power Sector. Total Minimum of 110 MW of Coal/ Lignite based Thermal Power Plant. (Unit size shall be 110 MW and above capacity coal/ Lignite based thermal power plant)
2.	26	Clause 3.10 Bank Guarantees & EMD	6) The Successful Bidder shall furnish the following Bank Guarantees: Security Deposit cum Performance Bank Guarantee (SD/PBG) as per the format given in Appendix-8 (b): Format of Bank Guarantee for Security Deposit/ Performance Bank Guarantee shall be furnished in favour of Gujarat Industries Power Company Limited (GIPCL). The Successful Bidder shall submit Security Deposit cum Performance Bank Guarantee of 10% of Total LOI / LOA / Work Order Price, within two weeks after issuance of LOI / LOA / Work Order. The validity period of PBG should be for a total period up to Twelve (12) months	6) The Successful Bidder shall furnish the following Bank Guarantees: Security Deposit cum Performance Bank Guarantee (SD/PBG) as per the format given in Appendix-8 (b): Format of Bank Guarantee for Security Deposit/ Performance Bank Guarantee shall be furnished in favour of Gujarat Industries Power Company Limited (GIPCL). The Successful Bidder shall submit Security Deposit cum Performance Bank Guarantee of 10% of Total LOI / LOA / Work Order Price, within two weeks after issuance of LOI / LOA / Work Order. The validity period of PBG should be for a total period up to Twelve (12) months

			from the date of LOI / LOA / Work order.	from the date of LOI / LOA / Work order. Security Deposit cum Performance Bank Guarantee (SD/PBG) shall be returned to the successful bidder within 30 days from the successful completion of the work/services.
3.	43	Clause 7.8 Termination for Default	i) The Owner may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Consultant, terminate the Contract in whole or in part if the Consultant fails to deliver or execute any or all of the works within the time period(s) under the Contract or any extension thereof granted by GIPCL pursuant to the clause for Delay in Execution or Failure to Services/Work/Supply or, If the Consultant fails to perform any other obligations(s) under the Contract.	i) The Owner may, without prejudice to any other remedy for breach of Contract, by written notice of 30 days of default sent to the Consultant, terminate the Contract in whole or in part if the Consultant fails to deliver or execute any or all of the works within the time period(s) under the Contract or any extension thereof granted by GIPCL pursuant to the clause for Delay in Execution or Failure to Services/Work/Supply or, If the Consultant fails to perform any other obligations(s) under the Contract.
4.	44	Clause 7.10 Force Majeure	ii. The term “Force Majeure” shall have herein mean riots (other than among the Consultant’s employee), Civil commotion, War (whether declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fission, embargoes, quarantines, acts of god such as earthquake (above 7.0 magnitude on Richter scales), lightning,	ii. The term “Force Majeure” shall have herein mean riots (other than among the Consultant’s employee), Civil commotion, War (whether declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fission, embargoes, quarantines, acts of god such as earthquake (above 7.0 magnitude on Richter scales), lightning,

			unprecedented floods, fires not caused by the Consultants negligence and other causes which the Consultant has no control and accepted as such by GIPCL whose decision shall be final and binding. Normal rainy season and monsoons are not Force Majeure.	unprecedented floods, pandemic/epidemic like Covid-19 , fires not caused by the Consultants negligence and other causes which the Consultant has no control and accepted as such by GIPCL whose decision shall be final and binding. Normal rainy season and monsoons are not Force Majeure.
5.	51	Clause 8.7 Termination of Contract	The Owner may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part if the Contractor fails to deliver or execute any or all of the goods within the time period(s) under the Contract or any extension thereof granted by GIPCL pursuant to the clause for Delay in Execution or Failure to Supply or, If the Contractor fails to perform any other obligations(s) under the Contract.....	The Owner may, without prejudice to any other remedy for breach of Contract, by written notice of 30 days of default sent to the Contractor, terminate the Contract in whole or in part if the Contractor fails to deliver or execute any or all of the goods within the time period(s) under the Contract or any extension thereof granted by GIPCL pursuant to the clause for Delay in Execution or Failure to Supply or, If the Contractor fails to perform any other obligations(s) under the Contract.....
6.	68	Appendix – 11 Schedule of Price Notes:	4) The Prices quoted by the Bidder shall cover all charges in connection with this assignment including facilities like lodging, boarding, site visit, visit to other locations like GUVNL, GERC, CERC, CEA etc in the scope of Bidder as per this tender.	4) The Prices quoted by the Bidder shall cover all charges in connection with this assignment including facilities like lodging, boarding, site visit etc. Further, Actual cost of travel and accommodation for any Meeting with GUVNL, GERC, CERC, CEA etc as per GIPCL requirement shall be reimbursed by GIPCL to the successful bidder based on the submission of documentary evidence /proof.