

GUJARAT INDUSTRIES POWER COMPANY LIMITED (SURAT LIGNITE POWER PLANT)

Consolidated Response to Bidder's Queries 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 Document No : GIPCL/SLPP/PH-1/R&M/DPR/22-23 dated 14th November, 2022

SI No.	Section / Clause No. Page No.	Description as per Tender	Bidder's Queries	Clarification/ reply by GIPCL
1	Clause 3.2 A A.Technical Criteria Page 21 of 74	<p>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)</p> <p>Consultant's experience in R & M and LE / O & M in CFBC Power Plant shall be given consideration during bid evaluation.</p> <p>Documentary evidence like PO copy, Completion certificates etc. from clients of above shall be submitted along with proposals.</p> <p>Assignments of R & M Consultancy / Works in Power Sector especially in field of Coal /Lignite based Thermal Power Station shall only be taken into consideration for meeting the qualifying criteria.</p> <p>It is preferable that the consultant should be empanelled by CEA for preparation of DPR for R&M of Coal / Lignite based Thermal Power Plants.</p> <p>Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected</p>	<p>The Consultant should possess minimum Three (03) years of experience and minimum One (01) coal/lignite fired unit. 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 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). Consultant's experience in R & M and LE / O & M in CFBC Power Plant shall be given consideration during bid evaluation.</p> <p>Documentary evidence like PO copy, Completion certificates etc. from clients of above shall be submitted along with proposals. Assignments of R & M Consultancy / Works in Power Sector especially in field of Coal /Lignite based Thermal Power Station shall only be taken into consideration for meeting the qualifying criteria. It is preferable that the consultant should be empanelled by CEA for preparation of DPR for R&M of Coal / Lignite based Thermal Power Plants. Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected</p>	Please refer Amendment
2	Cl 6.1.5 Page 39 of 74	<p>As per Cl.6.1.5 R&M Scope is defined keeping in view assessment of the extent of equipment ageing/ deterioration/ residual life, etc. based on:</p> <ul style="list-style-type: none"> ▪ Available Plant Operational data ▪ Results specialized testing and analysis ▪ Residual Life Assessment (RLA) ▪ Energy Audit ▪ Condition Assessment ▪ Cost-benefit analysis 	<p>Whether the fresh energy audit to be conducted for 2 x 125 MW units and its auxiliaries or earlier energy audit reports available with M/s GIPCL to be used for preparing DPR, We request M/s GIPCL to clarify on this regard</p>	<p>GIPCL will provide available Data / Energy Audit reports to the successful Bidder.</p>

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3	Cl 6.1.5 Page 39 of 74	<p>A Detailed Project Report is an essential component for complete and thorough Assessment of Renovation & Modernization and Life Extension Works.</p> <p>Detailed Project Report (DPR) of SLPP Phase – 1 for Renovation and Modernisation (R&M) and Life Extension (LE) shall be based on following :</p> <p>a) Review of Plant Operational data, Documents, b) Previous studies carried out on the units, RLA of necessary components c) Condition Assessment of the Units. d) To address generic problems of the plant. e) Obsolescence of Plant and Equipment f) To make market survey for latest suitable technologies available for Thermal Power plants, feasibility of incorporating it with the advantages and cost benefit analysis g) Studies for efficient, reliable, economical, safe and sustainable performance of the units</p>	<p>Whether the fresh RLA study to be conducted for 2 x 125 MW units and its auxiliaries; please list out the major components at least for which the fresh RLA study to be conducted under this tender. We request M/s GIPCL to clarify on this regard</p>	<p>GIPCL will provide available Data / RLA reports to the successful Bidder.</p>
4	<p>Cl.7.17 Terms of payment, Sr. No - 6 Page 46 of 74</p> <p>Appendix - 11 Format for schedule of Price Page 68 of 74</p>	<p>After successful submission of DPR to GUVNL/GERC/CEA etc and obtaining approval</p>	<p>In case for any meeting with GUVNL/GERC/CEA at other than NCR (National Capital Region), or for any other meeting shall be attended by the successful bidder, the travel cost and accommodation at actual may please be reimbursed by M/s GIPCL; no information about such kind of meeting is specified / envisaged in the tender, we request M/s GIPCL to clarify on this regard</p>	<p>Please refer Amendment</p>
5	Cl 3.10 Bank Guarantees & EMD, Page 26 of 74	<p>Bank Guarantees & EMD</p> <p>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.</p>	<p>Noted However, SD/PBG submitted to the GIPCL shall return back to the successful Tender within 30 days from the date of Successful execution of work.</p>	<p>Please refer Amendment</p>
6	Award of Contract: Issue of LOI / LOA / Work Order, 5 , Page 36 of 74	<p>3) GIPCL reserves the right to short close the contract during the contract period without assigning any reason.</p>	<p>Noted . However in case of short close of the Contract during the Contract Period GIPCL shall make the payments to the Consultant for Services satisfactorily performed prior to the effective date of termination.</p>	<p>In case of short closure of contract by GIPCL, payment shall be made by GIPCL for services satisfactory performed prior to the effective date of termination. However in case of contract short closure is being done due failure of bidder's / contractor then no payment will be made by GIPCL.</p>

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SI No.	Section / Clause No. Page No.	Description as per Tender	Bidder's Queries	Clarification/ reply by GIPCL
7	General Terms & Conditions, 7.8, Page 43 of 74	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.	We request GIPCL to modify this clause as under:- 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.	Please refer Amendment
8	General Terms & Conditions, 7.10, Page 44 of 74	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, 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.	We are of the opinion that this clause also covers the consequences of the currently existing Covid- 19 Virus pandemic/epidemic. Please Confirm.	Please refer Amendment
9	General Terms & Conditions, 7.17, Page 46 of 74	Terms of Payment	Since Consultant is required to submit PBG of 10% of the Order Value, We request GIPCL to waive off the ABG requirement.	No change in Tender condition. ABG is required to be submitted for advance payment.
10	General Terms & Conditions, 7.25, Page 49 of 74	7.25 Limitation of Liability (LLP) i. The total liability of the Consultant under or in connection with this Tender and the consequent Contract shall not exceed the full Contract Price inclusive of taxes and duties. ii. This sub-Clause shall not limit the liability in case of fraud, deliberate default/ negligence, reckless misconduct or illegal or unlawful acts by the Consultant.	Noted. Further, neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Consultant to pay liquidated damages to the GIPCL.	No change in Tender condition. Bidder to comply with tender conditions.
11	Special Terms & Conditions, 8, 51 of 74	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.	We request GIPCL to modify this clause as under:- 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.	Please refer Amendment

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12	Clause 3.2 A A.Technical Criteria Page 21 of 74	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 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 60MW and above capacity coal/ Lignite based thermal power plant).....	Please refer Amendment
13	CI 2.2 Background about Renovation and Modernisation and Life Extension (R&M and LE), Page 19 of 74	a) To address deterioration in Lignite quality as compared to design value	We understand that GIPCL will provide the required analysis reports. No testing is envisaged in consultant's scope	GIPCL will provide the required analysis reports. No testing is envisaged in consultant's scope
		c) To improve the Plant Availability and Reliability	GIPCL will provide historical data of plant and equipment	GIPCL will provide operational data as available with GIPCL
		d) To improve overall performance	only DCS data will be taken and analysed. Consultant will visit the plant to witness the data captured and GIPCL will provide the data in editable format. We have not envisaged actual performance testing with external instrument	GIPCL will provide available data.
		f) To meet PPA obligation for 30 years of operation	We understand that present term of PPA is 30 years. GIPCL shall provide the PPA expiry date. GIPCL shall have to provide PPA copy.	PPA copy is not required, However PPA expiry date shall be provided to the successful bidder
		g) To enhance Plant and Equipment Life by another 10 years beyond PPA duration	Testing if any required shall have to be arranged by GIPCL if not envisaged in consultant's scope under RLA study.	Any Additional testing If required will be done by GIPCL.
		Equipment data sheet	GIPCL shall have to provide	GIPCL will provide available data.
14	CI 6.15, R&M Scope, Page 39 of 74	Results specialized testing and analysis	Whether GIPCL had done such testing or consultant shall have to do. Specialized testing shall have to be elaborated (example of any such specialised testing)	Data / Details of testing available with GIPCL will be provided to the successful Bidder.
		Residual Life Assessment (RLA)	Whether residual life estimation is based on previous RLA reports or consultant to perform RLA testing. In case of RLA to be performed by consultant then in that case GIPCL shall have to identify the equipment for RLA (Boiler/Steam Turbine/Generator/ Transformer/Civil etc.)	GIPCL will provide available Data / RLA reports to the successful Bidder.
		Energy Audit	Whether to be performed or GIPCL will provide Energy Audit reports	GIPCL will provide available Data / Energy Audit reports to the successful Bidder.
		Condition Assessment	Bidder understands that only walk through audit of the plant equipment and visual inspection of equipment during over hauling	Condition Assessment shall be based on all the inputs (Data, Documents, Equipment History, Reports, walk through audit, visual inspection etc)
15	CL 7.17 Terms of Payments, Page 46 of 74	Sr. No 06 : After successful submission of DPR to GUVNL/GERC/CEA etc and obtaining approval	Minimum timeline should have been defined by GIPCL. Beyond which consultant can claim this amount.	No change in Tender condition. Bidder to comply with tender conditions.

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16	CI 3.2 A Pre-Qualifying Requirements (PQRs)/ Bidder's Eligibility Criteria (BECs), Technical Criteria, Page 21 of 74	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.	by "similar nature of jobs like R&M and LE in Power Sector" we understand that RLA jobs (i.e. RLA of boilers) shall be considered. GIPCL to confirm.	No change in Tender condition. Bidder to comply with tender conditions. RLA job shall not be considered for similar nature of job like R&M and LE in power sector.
17	Appendix-2 Details of Bidder point v Page 54 of 74	v. Detail of experience in renewable energy sector (use separate sheet if required) required as per Eligibility Criteria	It is mentioned as Detail of experience in renewable energy sector required as per Eligibility criteria, which doesn't seem relevant to the proposal or RFP. Please confirm the same	The same shall be re read as "Detail of R&M and LE experience in energy sector (use separate sheet if required) required as per Eligibility Criteria"
18	Clause 3.2 A A.Technical Criteria Page 21 of 74	<p>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)</p> <p>Consultant's experience in R & M and LE / O & M in CFBC Power Plant shall be given consideration during bid evaluation.</p> <p>Documentary evidence like PO copy, Completion certificates etc. from clients of above shall be submitted along with proposals.</p> <p>Assignments of R & M Consultancy / Works in Power Sector especially in field of Coal /Lignite based Thermal Power Station shall only be taken into consideration for meeting the qualifying criteria.</p> <p>It is preferable that the consultant should be empanelled by CEA for preparation of DPR for R&M of Coal / Lignite based Thermal Power Plants.</p> <p>Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected</p>	<p>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)</p> <p>Consultant's experience in R & M and LE / O & M in CFBC Power Plant shall be given consideration during bid evaluation.</p> <p>Documentary evidence like PO copy, Completion certificates etc. from clients of above shall be submitted along with proposals.</p> <p>Assignments of R & M Consultancy / Works in Power Sector especially in field of Coal /Lignite based Thermal Power Station shall only be taken into consideration for meeting the qualifying criteria.</p> <p>It is preferable that the consultant should be empanelled by CEA for preparation of DPR for R&M of Coal / Lignite based Thermal Power Plants.</p> <p>Experience as a sub-contractor will not be allowed and Price Bid of such Bidders will be rejected</p> <p>Consultant should have experience in providing Design, engineering Consultancy Services for Lignite Fired Power Plant.</p>	Please refer Amendment