

**Request for Proposal
for**

**Comprehensive Operations and Maintenance Partner for GMDC's 250
(2X125) MW Akrimota Thermal Power Station (ATPS), Gujarat**

Answers to Pre-Bid Queries – Corrigendum II



**Gujarat Mineral Development Corporation Limited
Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur,
Ahmedabad- 380052**

Responses to pre-bid queries

| Sr. No | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|--------|---|--|------------------------------|---|
| 1. | Annexure 5: Workforce/ Manpower details | | | <p>Following points have been added in Annexure 5 of the RFP under Total indicative manpower list:</p> <p>7. The successful bidder will also submit a list of total number of supervisors, workmen (highly skilled, skilled, and semi-skilled), plant operators, safety personnel, fire personnel, including staff required for complete housekeeping. Additional manpower required during outages, including annual outages, shall also be arranged by the successful bidder as a part of this contract.</p> <p>8. Indicative numbers for all of the above shall be given section wise, discipline, and designation wise in tabular form along with the technical bid.</p> |
| 2. | 7.1 Key Performance Indicators (KPIs) | <p>For PAF, SHR and APC,</p> <ul style="list-style-type: none"> - The Successful Bidder will make an annual plan for running the plant, including but not limited to, monthly target values for PAF, SHR and APC which will be approved by GMDC. - This plan will be reviewed every quarter in quarterly meetings against actual achieved numbers, particularly for PAF, SHR and APC. - In case the actual values of PAF, SHR and APC are worse than the threshold for a quarter (e.g., PAF<77%, SHR >2700 kcal / kWh, APC >11%), a warning notice will be issued to the O&M Contractor for recovery within the next quarter. - In case the actual values are not recovered at the base threshold value (base threshold values - PAF >= 77%, SHR, <= 2700 kcal / kWh, APC <= 11%) even in the next quarter as mentioned in the point above, the performance security will be seized. | | <p><u>Modified Clause:</u></p> <p>For PAF, SHR and APC,</p> <ul style="list-style-type: none"> - The Successful Bidder will make an annual plan for running the plant, including but not limited to, monthly target values for PAF, SHR and APC which will be approved by GMDC. - This plan will be reviewed every quarter in quarterly meetings against actual achieved numbers, particularly for PAF, SHR and APC. - In case the actual values of PAF, SHR and APC are worse than the threshold for a period of 6 months (e.g., PAF <77%, SHR >2700 kcal / kWh, APC >11%), a warning notice will be issued to the O&M Contractor for recovery within the next 6 months. - In case any of the values of PAF, SHR and APC are <= 70%, >=2800 kcal / kWh and >=15% respectively cumulatively for a year, the performance security will be seized and GMDC will have the right to terminate the contract immediately (the Successful Bidder will have to pay |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|---|--|------------------------------|--|
| | | <p>- In case any of the values of PAF, SHR and APC are $\leq 70\%$, ≥ 2800 kcal / kWh and $\geq 13\%$ respectively cumulatively for a year, GMDC will have the right to terminate the contract immediately (the Successful Bidder will have to pay LDs as well for the year as per the table above).</p> <p>- The values will be carried forward in the next year in case values of PAF, SHR and APC lie between 70 – 77%, 2700 – 2800 kcal / kWh and 11 – 13% respectively. If any of the cumulative values in two years of PAF, SHR and APC are $\leq 74\%$, ≥ 2750 kcal / kWh and $\geq 12\%$ respectively, GMDC will have the right to terminate the contract immediately (the Successful Bidder will have to pay LDs as well, as applicable, as per the table above).</p> | | <p>LDs as well for the year as per the table mentioned in the RFP under clause 7.1).</p> <p>- The values will be carried forward in the next year in case values of PAF, SHR and APC lie between 70 – 77%, 2700 – 2800 kcal / kWh and 11 – 15% respectively. If any of the cumulative values in two years of PAF, SHR and APC are $\leq 74\%$, ≥ 2750 kcal / kWh and $\geq 13\%$ respectively, GMDC will have the right to terminate the contract immediately (the Successful Bidder will have to pay LDs as well, as applicable, as per the table mentioned in the RFP under clause 7.1).</p> |
| 3. | Annexure 4: KPI definitions, formula, and calculations | SHR will be adjusted for loading factor and lignite quality (GCV, Moisture and Ash Content) which will be shared with the Bidders shortly. | | SHR curves for adjustment for loading factor and lignite quality (GCV and Ash Content) are attached in Annexure 1 below. The KPI threshold values for SHR provided are already moisture adjusted numbers. |
| 4. | Scope of Work | 22. The Successful Bidder must dispose Ash as per requirement within plant and outside plant including ash transportation and load Fly Ash and Bottom Ash for sales. | | <p>As per RFP with the following addition</p> <p>To be added:</p> |
| 5. | 31. Fly Ash/ Bottom Ash Disposal (under 3. Scope of Work- Division of Responsibility) | Successful Bidder's scope Entire scope including Inspection, loading & dispatch of ash disposal vehicles (dumpers, trucks), disposal within plant and outside plant including ash transportation, sale of ash as per guidelines. Transfer and recycling of wet fly ash as per guidelines. Shifting bottom ash from conveyor to yard. Bottom ash yard management with regular reporting. Equipment management for this purpose. | | <p>The cost of transportation of the ash outside the plant will not be a part of the lumpsum O&M charges or the financial scoring. However, the Bidders are required to provide the cost of transportation separately as part of the modified price bid in Annexure 2 below.</p> <p>Bidders to note that Annexure 16: Indicative Format of Price bid of the RfP has been replaced with Annexure 2 of the corrigendum, wherever applicable.</p> |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|--|---|---|
| 6. | Scope of Work | The Successful Bidder shall operate and maintain all the equipment supplied as facilities i.e., lifts, elevators, cranes, hoists, chain pulley blocks, hydra, forklift, JCB, etc. Maintenance of these to be done by taking services of expert agencies in this field. All of these shall be tested, rectified, and certified by the authorized agencies as per statutory requirements. | | <p>The Successful Bidder shall operate and maintain all the equipment supplied as facilities i.e., lifts, elevators, cranes, hoists, chain pulley blocks, etc. Maintenance of these to be done by taking services of expert agencies in this field. All of these shall be tested, rectified, and certified by the authorized agencies as per statutory requirements.</p> <p>Hydra, forklift, JCB, dozers etc. will be owned by the Successful Bidder. Bidder is required to assess and quote accordingly.</p> |
| 7. | 2.a | In case of requirement of execution of additional work as part of the scope of work detailed in Section 3 of Part 2 of this document during the Contract period, the Successful Bidder shall be responsible to execute such additional work during the Contract period at the same rate finalized for the respective works. No escalation in the rate of the works for such additional work during the contract period shall be considered | For any additional work, Other than the mentioned scope of work , shall be mutually agreed on extra cost basis. | <p>As per RFP along with the following addition:</p> <p>Any additional work which is beyond this RFP will be mutually decided between the Owner and the Successful Bidder and rate will be decided mutually by the Owner and the Successful Bidder.</p> |
| 8. | 3.5 | The Successful Bidder must supply all materials as required for the smooth operation and maintenance of the power Plant. The Bidder shall be liable for warranty of any such material supplied along with all the required processes. | Warranty shall be passed on as obtained from the OEM. | <p>As per RFP along with the following addition:</p> <p>For materials procured from OEM, warranty will be passed on as obtained from the OEM.</p> <p>For materials procured from non-OEM vendors, the Successful Bidder will be liable for warranty for any such material supplied, along with all the required processes. The duration of the warranty will be co-terminus with the contract period.</p> |
| 9. | 3.6 | The Successful Bidder must manage fuel including unloading, handling and storage, inspection, unloading from trucks till consumption with required vehicles. The Successful Bidder shall maintain all equipment necessary for smooth handling of fuel and as per Owner's instructions. | Please give the details of required material handling equipments with specifications and nos to be deployed. | Bidder is required to assess and quote accordingly. |
| 10. | 3.7 | The Successful Bidder shall be responsible for handling coal in the Stacker Reclaimer area and unloading area | We assume Dozers will be in scope of Owner. | Dozers will be provided by the Successful Bidder. Bidder is required to assess and quote accordingly. |

| Sr. No | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|--------|----------------------|--|---|---|
| | | and required dozer operators along with its O&M maintenance. | | |
| 11. | 3.16 | The Successful Bidder shall arrange and provide the service engineer(s) of OEM at the Plant to associate at site for O&M and bear all expenses for the same. | Foreign OEM shall be called for during COH/AOH. | The criticality of the situation will be decided by the Successful Bidder jointly with plant management. Wherever required, the arrangement and provision of the service engineer (s) of OEM at the Plant will be under scope of Successful Bidder and all expenses will be borne by the Successful Bidder. |
| 12. | 3.18 | The Successful Bidder must supply and maintain equipment not available in the Workshop and labs store but are required for smooth O&M of Plant. (Mechanical, Electrical, C&I, and Chemical) | We request to provide the list of presently available workshop and lab equipment and any specific equipment/instruments to be brought by O& M operator. | Bidder is required to assess and quote accordingly. |
| 13. | 3.22 | The Successful Bidder must dispose Ash as per requirement within plant and outside plant including ash transportation and load Fly Ash and Bottom Ash for sales. | Please clarify the ash transportation outside the plant, which shall be invoiced as per ton/km basis. Same shall be kept as a line item in BOQ. | As clarified above in Sr No. 4 and 5. |
| 14. | 3.31 | The Successful Bidder shall maintain any necessary additional software support required to maintain & update documentation / planning. | Please clarify any specific softwares required to be brought by O&M operator. | Bidder is required to assess and quote accordingly. |
| 15. | 18 | Painting of plant and around the Plant- Entire painting and upkeeping of all Plant equipment, systems, pipeline civil structures etc | Entire paintings shall be in owner scope. However touch up paint shall be done under O&M scope. | As per RFP. |
| 16. | 31 | Fly Ash/ Bottom Ash Disposal- Entire scope including Inspection, loading & dispatch of ash disposal vehicles (dumpers, trucks), disposal within plant and outside plant including ash transportation, sale of ash as per guidelines. Transfer and recycling of wet fly ash as per guidelines. Shifting bottom ash from conveyor to yard. Bottom ash yard management with regular reporting. Equipment management for this purpose. | Please clarify the ash transportation outside the plant, which shall be invoiced as per ton/km basis. Same shall be kept as a line item in BOQ. | As clarified above in Sr No. 4 and 5. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|---|--|---|
| 17. | 40,41 | Modification/ upgradation in systems/ Plant/ equipment- Implement/ carry out all necessary modifications, upgradations as per Owner's guidelines | Any modifications/upgradation/refurbishment shall be on additional cost basis. | Modified Clause: Implement/ carry out all necessary modifications, upgradations as per Owner's guidelines at additional cost which will be decided mutually by Owner and Successful Bidder. |
| 18. | 7.2 | Overall ceiling on Liquidated Damages and incentives: 1. All liabilities due from the Successful Bidder arising out of the shortfall of performance levels mentioned under Section 7, as per the liquidated damages defined in Section 7.1, shall be restricted to a maximum of 20% of the Lumpsum Charges for Operations and Maintenance Package as defined in Section 8.1 of Part 2 of this document. 2. All incentives due to the Successful Bidder arising out of the enhanced performance levels mentioned under Section 7, as per the incentives defined in Section 7.1, shall be restricted to a maximum of 15% of the Lumpsum Price for Operations and Maintenance Package as defined in Section 8.1 of Part 2 of this document | We request to consider LD or Bonus cap shall be 10%. | Modified Clause: 1. All liabilities due from the Successful Bidder arising out of the shortfall of performance levels mentioned under Section 7, as per the liquidated damages defined in Section 7.1, shall be restricted to a maximum of 10% of the Annual Lumpsum Charges for Operations and Maintenance Package as defined in Section 8.1 of Part 2 of this document. 2. All incentives due to the Successful Bidder arising out of the enhanced performance levels mentioned under Section 7, as per the incentives defined in Section 7.1, shall be restricted to a maximum of 5% of the Annual Lumpsum Price for Operations and Maintenance Package as defined in Section 8.1 of Part 2 of this document. |
| 19. | 8.3 | 3) An ad-hoc payment @ 80% of the payable amount arrived after considering above deduction, will be paid by office of the G.M. [Power Project], within 30 days of submission of the invoice along with its details.4) The invoice shall then be sent to GMDC's Corporate Office at Ahmedabad for verification, auditing and approval. Balance 20% payable amount of Running account invoices shall become payable by Project within two weeks of the receipt of the approved invoice from Corporate Office | We request to consider 90% payable amount arrived after considering deduction, from office of the G.M. Balance 10% after approval of GM corporate. | As per RFP. |
| 20. | 9.3 | ii) The aggregate liability of the Successful Bidder to the Owner, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Value, provided that this limitation shall not apply to any obligation of the Successful Bidder to indemnify the Owner with respect to patent infringement. | We request to consider aggregate liability shall not exceed 10% annual contract value. | Modified Clause: The yearly liability of the Successful Bidder to the Owner, whether under the Contract, in tort or otherwise, shall not exceed 10% of the Annual Contract Value for the respective operating year, provided that this limitation shall not apply to any obligation of the Successful Bidder to indemnify the Owner with respect to patent infringement. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|---|---|---|--|
| 21. | 11.13 | Limitation of Liability | We request to consider aggregate liability shall not exceed 10% annual contract value. | As clarified above in Sr No. 20. |
| 22. | | Annexure-4-KPI Definitions | All the KPI's shall be fixed based on the PG test bench mark parameters. | As per RFP. |
| 23. | Annexure-8 | Similar works include O&M of entire coal or lignite based thermal power Plant as part of a single Contract / Agreement / Work Order (piece-wise contracts awarded from a single client with the same period to be considered as one contract) for a thermal power Plant (single plant should not be less than 100 MW) The Bidder must provide document evidence including relevant portions of the work order / Contract / completion certificate for contracts undertaken. | Since it is comprehensive O&M the bidder should have experience as a single contract. Piece- wise contract should not be considered. | As per RFP. |
| 24. | 5. Bid Evaluation Criteria 5.1 Pre-Qualification Criteria | Operational: At least one Contract of similar works1 of yearly value > INR 60 Cr, or two Contracts of yearly value > INR 37.5 Cr each, or three Contracts of yearly value > INR 30 Cr each in the last seven years (ending on when RFP is floated) | We hereby assured that we are commercially and Technically capable to execute the project. Hence, we request GMDC to consider relaxation of criteria as follows; Operational: At least one Contract of similar works1 of yearly value > INR 12 Cr, or two Contracts of yearly value > INR 5 Cr each, or three Contracts of yearly value > INR 2 Cr each in the last seven years (ending on when RFP is floated) | As per RFP. |
| 25. | 1. Definitions of the terms and conditions of the RFP a) Definitions | “ Commencement Date ” shall be the date within 30 (thirty) days of submission of the Successful Bidder’s acceptance of the Letter of Award (LOA). | “ Commencement Date ” shall be the date within 30 (thirty) 30 90 (Ninety) days of submission of the Successful Bidder’s acceptance of the Letter of Award (LOA). | Modified Clause: “Commencement Date” shall be the date within 60 (sixty) days of submission of the Successful Bidder’s acceptance of the Letter of Award (LOA). |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|--|--|---|---|
| 26. | 2. Appointment of Successful Bidder a) Appointment terms | In case of requirement of execution of additional work as part of the scope of work detailed in Section 3 of Part 2 of this document during the Contract period, the Successful Bidder shall be responsible to execute such additional work during the Contract period at the same rate finalized for the respective works. No escalation in the rate of the works for such additional work during the contract period shall be considered. In case of a requirement of other works which are not covered in the scope of work detailed in Section 3 of Part 2 of this document, but the same is necessary for smooth operations and maintenance of the Plant, the Successful Bidder may be assigned that work at the lowest rate derived and mutually agreed between the Successful Bidder and the Owner | It is understood that in case of requirement of execution of additional work or other works which are not covered in the scope of work in section 3 of part 2 of this tender document - successful bidder will be carried such additional work on additional cost basis. The additional cost of such additional work shall be mutually discussed and agreed by both the parties and such additional cost will be reimbursed by Owner. Owner to confirm the same. | As clarified in Sr No. 7 above. |
| 27. | 2. Appointment of Successful Bidder b) Duration of the Contract | The Contract shall be deemed to have come into force and effect 30 (thirty) days from the date of acceptance of the Letter of Award (LOA) by the Owner to the Successful Bidder and the Successful Bidder shall provide operations and maintenance services along with supply of spares and consumables as covered in but not limited to Section 3 part 2 for a period of 3 years from the start of work as per the scope of work defined in this RFP. Further, there shall be a provision of extension for up to 2 years, as per the same terms and conditions solely based on the performance of the Successful Bidder and at the discretion of the Owner. The pricing and the escalation rate for the extended period will be mutually decided between the Owner and the Successful Bidder at that point of time. | <u>We request GMDC to modify this clause as:</u> The Contract shall be deemed to have come into force and effect 30 (thirty) 90 (Ninety) days from the date of acceptance of the Letter of Award (LOA) by the Owner to the Successful Bidder and the Successful Bidder shall provide operations and maintenance services along with supply of spares and consumables as covered in but not limited to Section 3 part 2 for a period of 3 years from the start of work as per the scope of work defined in this RFP. Further, there shall be a provision of extension for up to 2 years, as per the same terms and conditions solely based on the performance of the Successful Bidder and at the discretion mutual agreement between the | As per RFP in conjecture with Sr No 25 above. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|--|--|---|
| | | | <p>Successful Bidder and of the Owner. The pricing and the escalation rate for the extended period will be mutually decided between the Owner and the Successful Bidder at that point of time.</p> | |
| 28. | 3. Scope of Work | <p>3. Scope of Work The main scope of work for the Successful Bidder is to operate, maintain and repair the 2x125 MW Power Plant and all its equipment for power generation and transmission line up to the 220KV switchyard in accordance with the recommendations of the Owner, original equipment manufacturer (s), Off-taker instructions and prudent utility practices of power projects so that the power plant runs in an economical and efficient manner without adversely affecting the life of the power plant.....</p> | <p>It is understood that O&M of 220 KV switchyard with in Plant Premises is under O&M Service provider Scope. Beyond 200 KV Switchyard, Transmission line maintenance is under Owner Scope. Owner to confirm the same.</p> | As per RFP. |
| 29. | 3. Scope of Work (6) | <p>3. Scope of Work 6. The Successful Bidder must manage fuel including unloading, handling and storage, inspection, unloading from trucks till consumption with required vehicles. The Successful Bidder shall maintain all equipment necessary for smooth handling of fuel and as per Owner's instructions.</p> | <p>It is understood that arrangement of Trucks (for Fuel) and its traffic management shall be in owner scope. O&M Service provider scope will start from fuel unloading, handling, Storage, inspection inside the plant premises only. Owner to confirm the same.</p> | As per RFP. |
| 30. | 3. Scope of Work (7) | <p>3. Scope of Work 7. The Successful Bidder shall be responsible for handling coal in the Stacker Reclaimer area and unloading area and required dozer operators along with its O&M maintenance.</p> | <p>It is requested to provide list of material handling equipment (like Excavator, wheel loader, skid loader, Dumper etc) with their quantity, capacity, vehicle age etc as proposed by GMDC in the scope of O&M operator for comprehensive O&M of 2 x 125 MW units.</p> | Bidder is required to assess and quote accordingly. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|-----------------------|--|--|---|
| 31. | 3. Scope of work (9) | The Successful Bidder must maintain coal stocks up to designed capacity of coal stock yard, in each case to minimize coal losses and coal degradation, including from windage and runoff. Demurrage charge if any will be in the Successful Bidder's scope. | <p>During site visit, it was observed that Lignite and Lime is transported from GMDC mines to Plant through Trucks. Since lignite / lime is transported through railway, we understood that Demurrage charges will not be applicable for this O&M Contract. Kindly confirm our understanding is correct.</p> <p>In case the demurrages are applicable, We request Owner to provide Demurrage charge calculation mechanism and conditions. Also, please provide 3 years' data (while plant running condition) for further cost estimation.</p> <p>Further, these demurrages shall be covered under the total cap of the Liquidated Damages as defined under 7.2 Overall ceiling on Liquidated Damages and incentives of this tender documents.</p> | Modified Clause: The Successful Bidder must maintain coal stocks up to designed capacity of coal stock yard, in each case to minimize coal losses and coal degradation, including from windage and runoff. |
| 32. | 3. Scope of work (12) | 3. Scope of Work 12. All type of bulk chemicals required for Boiler, CW System etc. (ensuring no excess consumption due to mal-operation / defective workmanship) including chemicals/reagent required for lab testing purpose shall be borne by the Successful Bidder. | We requested owner to provide details of chemicals being used at the plant , including their technical specification & chemical consumption data for last 5 financial years (FY 2019-20 to FY 2023-24) for further cost estimation. Kindly share the same. | Bidder is required to assess and quote accordingly. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|-----------------------|--|--|---|
| 33. | 3. Scope of work (14) | <p>3. Scope of Work</p> <p>14. The Successful Bidder will be entirely responsible for organizing and managing such contracted and subcontracted maintenance, repair and testing services as shall be required to carry out scheduled inspections, overhauls and major breakdown repairs including the statutory overhauls (Annual Overhauling of Boiler, Turbine, Generator, Auxiliaries and Utility systems, Capital Overhauling of Plant equipment).</p> | <p>We request owner to provide upcoming contract period - Scheduled Inspections, overhauls (Annual and Capital Overhauling) of the Plant equipment for further cost estimation and please clarify Scope of arrangement of OEM's / Third Party Services during Overhauling (Annual & Capital).</p> <p>Also, please provide the details of major un-planned outages/faults occurred /problem faced at the station in past 5 financial years of period.</p> | <p>Bidder is required to assess and quote accordingly.</p> |
| 34. | 3. Scope of work (15) | <p>15. The Successful Bidder must carry out material planning (including spares), supply, indentation, receipt of material including quality checks, storage and maintenance of required stock including reverse engineering, inventory control, etc. to ensure that the plant performance is not jeopardized by lack of spares availability. Any demurrage charges occurred during unloading shall be borne by the Successful Bidder.</p> | <p>We request GMDC to modify this clause as:</p> <p>15. The Successful Bidder must carry out material planning (including spares), supply, indentation, receipt of material including quality checks, storage and maintenance of required stock including reverse engineering, inventory control, etc. to ensure that the plant performance is not jeopardized by lack of spares availability. Any demurrage charges occurred due to reasons solely attributable to the Successful Bidder during unloading shall be borne by the Successful Bidder. However, these demurrages shall be covered under the total cap of the Liquidated Damages as defined under 7.2 Overall</p> | <p>Modified Clause: The Successful Bidder must carry out material planning (including spares), supply, indentation, receipt of material including quality checks, storage and maintenance of required stock including reverse engineering, inventory control, etc. to ensure that the plant performance is not jeopardized by lack of spares availability.</p> |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|-----------------------|---|--|--|
| | | | ceiling on Liquidated Damages and incentives of this tender documents. | |
| 35. | 3. Scope of work (18) | 3. Scope of Work 18. The Successful Bidder must supply and maintain equipment not available in the Workshop and labs store but are required for smooth O&M of Plant. (Mechanical, Electrical, C&I, and Chemical) | We requested owner to provide Detailed List of available Equipment 's at Workshop, Chemical laboratory, and Electrical Lab & their current status. Kindly share the same. | Bidder is required to assess and quote accordingly. |
| 36. | 3. Scope of work (20) | 3. Scope of Work 20. The Successful Bidder shall enter into AMCs of major equipment(s) with its OEM as per operating manuals and also bear all expenses for the same with the concurrence of the Plant head. | Owner to confirm the same AMCs required | Bidder is required to assess and quote accordingly. |
| 37. | 3. Scope of work (22) | 3. Scope of Work 22. The Successful Bidder must dispose Ash as per requirement within plant and outside plant including ash transportation and load Fly Ash and Bottom Ash for sales. | It is understood that Arrangement of Transportation Vehicles (including Driver & Diesel) for Ash Transportation within plant & outside shall be in Owner Scope. Coordination, Monitoring, Loading and Unloading of Ash will be in O&M Service Provider Scope. Owner to confirm the same. | As clarified above in Sr No. 4 and 5. |
| 38. | 3. Scope of work (23) | 3. Scope of Work 23. The Successful Bidder shall be responsible for segregation and disposal of scraps / waste as per the requirements, and as per Owner procedures. | It is understood that Arrangement of Transportation Vehicles (including Driver & Diesel) for disposal of Scraps / waste shall be in Owner Scope. Coordination, Monitoring, Loading and Unloading of Scrap / waste will be in O&M Service Provider Scope. Owner to confirm the same. | Only final disposal / sale of scrap will be in Owner's scope - rest will be in the scope of the Successful Bidder, including arrangement of transportation vehicles (including driver and diesel). |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|-----------------------|---|---|--|
| 39. | 3. Scope of work (34) | <p>3. Scope of Work</p> <p>34. The Successful Bidder must perform yearly energy audits for improvement in performance of the plant and carry out works of analysis, documentation and performance improvement for performance achievement related to obligations. The Successful Bidder will also arrange for consultancy services for relay setting and power system stabilization, Boiler combustion tuning etc. whenever needed.</p> | <p>It is understood that Yearly Energy Audit will be carried out by in-house available resources (Installed plant Instruments). However, in case Third Party Energy Audit is required then same shall be arranged by Owner. All other Third Party Audits like Energy Audit, Safety Audit, Environmental Audits etc. shall be in Owner Scope. Owner to confirm the same</p> | <p>Modified Clause: The Successful Bidder must perform statutory energy audits, by accredited energy auditors as per guidelines and requirement of BEE (Bureau of Energy Efficiency) every 3 years and carry out works of analysis, documentation and performance improvement for performance achievement related to obligations. The Successful Bidder will also arrange for consultancy services for relay setting and power system stabilization, Boiler combustion tuning etc. whenever needed.</p> |
| 40. | 3. Scope of work (36) | <p>3. Scope of Work</p> <p>36. The Successful Bidder is responsible for general civil works including repairs and maintenance, carpentry in plant premises. The Successful Bidder will undertake minor civil works including repair & maintenance, carpentry, touch up painting including painting up to a limit of INR 50 lakhs per year of Operating Period, which will be considered as the pre-approved budget. For major civil works, the successful bidder will need to take prior approval from the Owner along with proper reasoning and reports for the same. In case this amount is approved by the Owner, the Owner shall reimburse the costs incurred to the Successful Bidder. For clarification, reconciliation will be done on yearly basis based on evidence on materials, services & additional items procured towards these activities produced by the Successful Bidder and adjusted in the last month of each year of Operating Period. There shall be provision for discussion on ceiling caps for next year also during the meeting based on which subsequent years will be revised. However, it may be noted that all civil and other repairs involving capital expenditure will be in the scope of the Successful Bidder.</p> | <p>Please clarify the mentioned Term " other repairs involving capital Expenditure".</p> <p>Also, It is understood that All Civil works and other repairs involving capital Expenditure shall be come under up to a limit of INR 50 Lacs per year per operating period. Above INR 50 Lacs, Owner shall reimburse the costs incurred to the Successful Bidder based on evidence on materials, services & additional items procured towards these activities produced by the Successful Bidder.</p> | <p>As per RFP.</p> |
| 41. | 3. Scope of work (51) | <p>51. Procurement, supply, and handling of all consumables are in Successful Bidder's scope. The</p> | <p>We requested owner to provide List of all consumables</p> | <p>Bidder is required to assess and quote accordingly.</p> |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|-----------------------|--|---|---|
| | | <p>annual consumables procurement plan for the first year will be submitted by the Successful Bidder after reviewing available consumables and maintenance schedules, based on which the annual budget for consumables will be approved by the Owner. The supply schedule should match the power plant requirement to maintain utmost plant availability and operational efficiency. The Successful Bidder needs to buy consumables from OEM or Owner approved vendors and submit necessary test certificates/ quality certificates as per Owner's guidelines. The Successful Bidder shall deploy necessary third party for inspection/ testing of consumables procured. Similar mechanism will be applicable for the remaining 2 (two) years.</p> | <p>(Department wise) along with Specification and 3 years consumption data (while plant running condition). Kindly share the same.</p> | |
| 42. | 3. Scope of work (52) | <p>In case of consumables not being required / utilized during the operating year as per the approved budget, the remaining amount from the approved budget will be reimbursed to the Owner by the Successful Bidder. Similar mechanism will be applicable for the remaining 2 (two) years</p> | <p>We would like to inform to the Owner that the Successful Bidder will procure the consumables as per the O&M scope requirement and not being provided as separate reimbursable line item. Hence, this clause needs to be deleted as cannot be accepted.</p> | <p>This line is henceforth deleted from the RFP.</p> |
| 43. | 3. Scope of work (54) | <p>54. Procurement, supply, and handling of all spares are in Successful Bidder's scope. The payment for spares will be pass-through and reimbursed to the Successful Bidder 30 days post submission of proforma invoice along with necessary documents supporting purchase of goods and approval of the invoices by the Owner.</p> <p>The spares procurement plan for the first year will be submitted by the Successful Bidder after reviewing available spares and maintenance schedules. The supply schedule should match the power plant requirement to maintain utmost plant availability and operational efficiency. The Successful Bidder needs to buy spares from OEM or Owner approved vendors and submit necessary test certificates/ quality certificates as</p> | <p>We request Owner to keep the procurement and supply of all kind of spares in their scope only. Successful Bidder's responsibility shall be limited to the handling of spares only. Therefore, this clause will not be applicable on to the Successful Bidder. Hence, in view of this we would request Owner to delete this clause.</p> | <p>Modified Clause:</p> <p>There will be two annual spares procurement plans prepared by the Successful Bidder and submitted for approval and finalization by the Owner</p> <ul style="list-style-type: none"> - Plan 1 for routine spares - Plan 2 for remaining spares <p>Plan 1 and Plan 2 will be submitted by the Successful Bidder after reviewing available spares and maintenance schedules. The supply schedule should match the power plant requirement to maintain utmost plant availability and operational efficiency. Plan 2 will include all types of spares including capital spares, wherever and whenever necessary.</p> |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|---|------------------------------|--|
| | | <p>per Owner’s guidelines. The Successful Bidder shall deploy necessary third party for inspection/ testing of spares procured. Similar mechanism will be applicable for the remaining 2 (two) years.</p> | | <p>For the first year, the annual spares procurement plans (Plan 1 and Plan 2) need to be submitted by the Successful Bidder 15 days prior to start of work (on 1st Jan or as communicated in advance by the Owner, post award of the contract, as per Clause 1 e, under Part 2 of the RFP)</p> <p><u>For routine spares</u></p> <p>Procurement, supply and handling of routine spares upto an annual capping of INR 5 Crores (for the first year, to be revised for subsequent years as mentioned below) will be in Successful Bidder’s scope end-to-end. The payment for these routine spares will be pass-through and reimbursed to the Successful Bidder 30 days post submission of proforma invoice along with necessary documents supporting purchase of goods. The invoice will be on FOR site.</p> <p>There will be + / - 20% variation allowed in the annual capping for the subsequent years of the contract (e.g., + / - 20% variation of INR 5 Crores, i.e., INR 4 – 6 Crores for the 2nd year and similarly for the subsequent years) – the annual capping for the subsequent years will be decided based on Plan 1 for the relevant operating year and the consumption and usage pattern of routine spares of the previous year.</p> <p>The list of spares covered under these routine spares and in the scope of the Successful Bidder will be prepared by the successful bidder as part of Plan 1.</p> <p>The detail SOPs, guidelines, procedures (including vendor identification, test / quality certification) for the same shall be mutually discussed and finalized with the Successful Bidder before the start of work (on 1st Jan or as communicated in advance by the Owner, post award of the contract, as per Clause 1 e, under Part 2 of the RFP)</p> |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|-------------|------------------------------|---|
| | | | | <p><u>For Remaining Spares</u></p> <p>For the remaining spares, the Successful Bidder will help the Owner in end-to-end planning, budgeting, vendor identification, technical specification, initial quotation etc. – only the procurement process and the associated payment will be conducted by the Owner.</p> <p>There will be an overall capping to the expenditure for the remaining spares in line with Owner’s budget and Plan 2 submitted by the Successful Bidder, which would be mutually decided between the Owner and the Successful Bidder for the respective operating year. In case the budget exceeds the annual capping, the Successful Bidder needs to provide an explanation for the increase in budget.</p> <p>The spares procurement plan would be reviewed on all monthly review meetings. The Successful Bidder shall provide a detailed report on the consumption of spares along with the justification for the consumption on quarterly basis. The consumption pattern will be compared to best practices and changes to be mutually discussed. In case, any major deviations, the Successful Bidder shall take the requisite steps to correct the same.</p> <p>The Successful Bidder shall deposit all types of replaced spares which have residual value in stores from time to time, wherever applicable. These items shall be the property of the Owner and shall be disposed of by the Owner as deemed fit. However, the Successful Bidder shall strive to utilize the replaced spares by reconditioning to the extent possible and only in the vent of complete non-utilization, the material can be termed as scrap with the concurrence of the Owner.</p> <p>Additionally please note: The cost of spares (whether routine or otherwise) will not be a part of the lumpsum O&M charges or the financial scoring.</p> |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|-----------------------|---|---|---|
| 44. | 3. Scope of work (55) | There shall be an overall capping to the annual spares' expenditure in line with company budget and the spares procurement plan submitted by the Successful Bidder, which would be mutually decided between the Owner and the Successful Bidder and will be carried forward every year. In case of spares purchase request exceeding the approved budget, the Successful Bidder would need explicit approval from Owner providing reasons for the same. However, in case this request is for critical spares (list to be given to the Successful Bidder post award of the contract) or for any spares which will affect the plant availability and operational efficiency, there will be an accelerated approval process (within 24 hours) for the same. There shall be a provision for discussion on ceiling caps for the next year also in the meeting based on which, requirement for subsequent years shall be revised. | We request Owner to keep the procurement and supply of all kind of spares in their scope only. Successful Bidder's responsibility shall be limited to the handling of spares only. Therefore, this clause will not be applicable on to the Successful Bidder. Hence, in view of this we would request Owner to delete this clause. | As clarified in Sr No. 43 above. |
| 45. | 3. Scope of work (58) | 58. The Successful Bidder shall operate and maintain all the equipment supplied as facilities i.e., lifts, elevators, cranes, hoists, chain pulley blocks, hydra, forklift, JCB, etc. Maintenance of these to be done by taking services of expert agencies in this field. All of these shall be tested, rectified, and certified by the authorized agencies as per statutory requirements. | We requested Owner to provide Detailed List and status of available Material handling equipment's like Hydra, Forklift, Trucks, dozer, loader, excavator , JCB, etc. available with GMDC , which shall be handed over to O&M operator along with Make, Model & Year of Mfg for further cost estimation. Also GMDC to provide last statutory test certificates issued by competent authority for Lifts, elevators, cranes, hoists, chain pulley blocks ,EOT etc. | Bidder is required to assess and quote accordingly. |
| 46. | 3. Scope of work (62) | The Successful Bidder will ensure timely deposition of all statutory levies / fees in the different government departments required for operation & maintenance of the units after taking the approval of the engineer in-charge. | <u>We request GMDC to modify this clause as:</u> The Successful Bidder will ensure timely deposition of all statutory levies / | Accepted. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|-----------------------|---|--|--|
| | | <p>However, the same shall be reimbursed to the company on the submission of the proof. The Successful Bidder shall ensure timely receipt of all such statutory bindings from the engineer in-charge. The Successful Bidder shall also be responsible for liaison with different government departments for timely clearances.</p> | <p>fees in the different government departments required for operation & maintenance of the units after taking the approval of the engineer in-charge. However, the same shall be reimbursed to the company Successful Bidder on the submission of the proof. The Successful Bidder shall ensure timely receipt of all such statutory bindings from the engineer in-charge. The Successful Bidder shall also be responsible for liaison with different government departments for timely clearances.</p> | |
| 47. | 3. Scope of work (63) | <p>63. Operation, Maintenance, and upkeep of complete Fire System is in the scope of the Successful Bidder which includes Fire Extinguishers, Fire Hydrants, Fire Monitors, Fire Hose/Hose Box, Fire Buckets, Fire Alarm system, IR detectors, Transformer fire protection system, Generator CO2 flooding system, DV system. etc. with required OEM services and any other services needed for fire system.</p> | <p>We requested Owner to clarify the Supply scope of Fire Fighting system Staff like Firemen, DCPO, Fire tender Operator etc. Kindly share the same. Also, Please share the list of available fire fighting equipment's like fire tender, fire extinguishers , Fire fighting equipments , with manpower etc.</p> | <p>Bidder is required to assess and quote accordingly.</p> |
| 48. | 3. Scope of work (65) | <p>The Successful Bidder shall obtain, on behalf of the owner, all necessary statutory approvals from Inspection Authorities, or other government authorities, as may be required, as per Applicable Laws at its own cost. All necessary documentation prepared and / or obtained for such statutory approvals shall be submitted to the Owner for review prior to submitting for approvals to relevant authorities. Coordination and liaising with competent authority are in the scope of Successful Bidder</p> | <p>Noted. However all such cost shall be reimbursed by the Owner to the Successful Bidder on actual basis.</p> | <p>As per RFP along with the following addition: Any cost related to license fees deposited to the government will be reimbursed on submission of proof. Rest of the expenses will be under the scope of the Successful Bidder.</p> |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|---------------------------------|---|--|---|
| 49. | Division of Responsibility (3) | Division of Responsibility 3. Plant infrastructure (including workshops, labs, IT) | we understood that Owner will provide office space along with IT Infrastructure (Computers, Printers, LAN / Internet Connections etc) to O&M Service Provider. Owner to confirm the same. | Office space will be provided to the successful bidder along with LAN / Internet Connections as per availability. |
| 50. | Division of Responsibility (6) | Division of Responsibility 6. Software for monitoring performance, diagnostics, optimization, and PM | we understood that Owner will provide available ERP / SAP system to O&M Service Provider for monitoring performance, diagnostics, optimization, and PM works. Owner to confirm the same. | Owner to provide available ERP / SAP system to the Successful Bidder. |
| 51. | Division of Responsibility (12) | Division of Responsibility 12. Oil and lubricants for Plant operations | We requested owner to provide the details of Lubricants (oils , grease & special lubricants) being used at the plant along with their annual consumption for past 5 financial years (FY 2019-20 to FY 2023-24). Kindly share the same. | Bidder is required to assess and quote accordingly. |
| 52. | Division of Responsibility (18) | Painting of plant and around the Plant Entire painting and upkeeping of all Plant equipment, systems, pipeline civil structures etc | As per Tender Document of Page 22 of 153 Section. 3 of Clause No. 36 "The Successful Bidder is responsible for general civil works including repairs and maintenance, carpentry in plant premises. The Successful Bidder will undertake minor civil works including repair & maintenance, carpentry, touch up painting including painting up to a limit of INR 50 lakhs per year of Operating Period , which will be considered as the pre-approved | As per RFP. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|---------------------------------|--|---|---|
| | | | <p>budget"</p> <p>Hence, we understood that Painting Plant and around the plant will come under above said clause up to a limit of INR 50 Lakhs per year of operating period. GMDC to clarify the same.</p> | |
| 53. | Division of Responsibility (20) | <p>Security, surveillance, CCTV: Responsible to maintain, monitor and upkeep the resources. Responsible for security of entire Plant as per Owner's guidelines including gatekeeping, store security, equipment security etc. All Successful Bidder personnel to be issued identity cards with photographs and necessary information such as blood group. Everyone must wear their ID card and adhere to all security protocols set by Owner's representative on site. Successful Bidder to annex security personnel list along with qualification</p> | <p>We request Owner to keep the plant security in their scope only. GMDC to confirm the same.</p> | <p>Modified Clause: Overall plant security will be under the scope of the Owner. However, the security of working area, workshop, store etc. will be under the scope of the Successful Bidder.</p> |
| 54. | Division of Responsibility (24) | 24. Statutory clearances / License / Permits from state, central authorities | <p>Noted. However, fees Paid by the successful Bidder for securing such approval shall be reimbursed by the Owner to Successful Bidder on actual basis.</p> | <p>As clarified in Sr. No. 48 above.</p> |
| 55. | Division of Responsibility (29) | <p>Division of Responsibility 29. Maintenance of EDG sets diesel firefighting pumps including fuel for the same shall be in the scope of the Successful Bidders.</p> | <p>We requested owner to provide 3 years diesel consumption data (while plant is in running condition) for EDG and Diesel Firefighting Pumps. Kindly share the same.</p> | <p>Bidder is required to assess and quote accordingly.</p> |
| 56. | Division of Responsibility (39) | <p>Division of Responsibility 39. Maintenance of civil structures & buildings, service buildings, admin buildings store etc.</p> | <p>As per Tender Document of Page 22 of 153 Section. 3 of Clause No. 36 "The Successful Bidder is responsible for general civil</p> | <p>As per RFP.</p> |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|---------------------------------|--|--|--|
| | | | <p>works including repairs and maintenance, carpentry in plant premises. The Successful Bidder will undertake minor civil works including repair & maintenance, carpentry, touch up painting <i>including painting up to a limit of INR 50 lakhs per year of Operating Period</i>, which will be considered as the pre-approved budget"</p> <p>Hence, we understood that Maintenance of civil structures & buildings, service buildings, admin buildings store etc will come under above said clause up to a limit of INR 50 Lakhs per year of operating period.</p> | |
| 57. | Division of Responsibility (40) | Division of Responsibility 40. Modification/ upgradation in systems/ Plant/ equipment | We understood that Implement/ carry out all necessary modifications, upgradations as per Owner's guidelines shall be done by O&M Service Provider. However, all OEM services / third party services including material / spares shall be arranged by owner. Owner to confirm the same. | As clarified in Sr No 17 above. |
| 58. | Division of Responsibility (40) | Division of Responsibility 41. Major modification/ capex installation | We understood that O&M Service Provider will identify capex requirements along with the Owner, providing proper reasoning for modification / installation. However, all OEM services / third party services including material / spares shall | <p>Modified Clause: Identify capex requirements along with the Owner, providing proper reasoning for modification / installation.</p> <p>Implement/ carry out all necessary modifications, upgradations as per Owner's guidelines, post Owner's Approval, at additional cost which will be decided mutually by Owner and Successful Bidder.</p> |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|--|--|---|---|
| | | | be arranged by Owner. Owner to confirm the same. | |
| 59. | Division of Responsibility (42) | Division of Responsibility 41. Power Sale to GUVNL | Noted. O& M Service Provider will provide inputs to Owner for raising power sale invoices. However, all cost shall be paid by the Owner. | As per RFP.. |
| 60. | 4. Responsibilities of the Successful Bidder (p) | 4. Responsibilities of the Successful Bidder p) The Owner will arrange for the accommodation and food and beverage requirements of the Successful Bidder at the plant for the key personnel of the Successful Bidder deployed on ground to oversee the execution of work, on chargeable basis and on the basis of availability of accommodation. The Successful Bidder shall ensure that the personnel are available at the plant for the entire duration of term of contract and shall take requisite consent from the Owner with prior intimation through a Written Notice in case of any changes in availability of Personnel. | At-least 60 % of quarters could be provided to O&M Contractor for their staff at nominal charges. Further Canteen facility is available inside the plant , which should be provided to O&M Contractor's staff at subsidized rates. Owner to confirm the same. | Accommodation and canteen facility will be provided on chargeable basis as per the Owner's policies and availability of these facilities. |
| 61. | 7. Contract performance measurement (7.1) | 7. Contract performance measurement 7.1 Key Performance Indicators (KPIs) | The KPIs as proposed by GMDC are difficult to achieve considering the plant conditions & unit specific. Apart from Plant Availability Factor, Station Heat Rate, APC & Secondary fuel oil consumption, parameters like in-plant Lignite Quality losses & in-plant Lignite Quantity losses, Emissions etc. are also covered . It may be noted that supply of lignite from mines is in the scope of GMDC ,therefore quality & quantity of lignite shall require to be controlled by GMDC, taking care of Transit & handling losses | As per RFP. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|-------------|---|--|
| | | | <p>,till its receipt inside the plant . Lignite & Limestone design data as well as received basis (proximate analysis) along with In-plant lignite Quantity & Quality losses require to be shared by GMDC for at least past two financial years (FY 2022-23 & FY 2023-24) for our understanding & clarity.</p> <p>Further details of operational parameters like Plant Availability Factor (PAF), Station Heat Rate (SHR), APC, and Secondary fuel oil consumption (SFOC) as achieved, unit wise during past 5 financial years require to be shared by GMDC for our understanding & clarity.</p> <p>Reg control of emissions, will totally depend on performance of ESP, FGD system installed in the power plant. As per tender document it is indicated that ATPS has placed an order for up-gradation of ESP to meet the new statutory norms. Therefore, GMDC has to share the updated status of ESP up-gradation & its commercial operation after PG test. For controlling Sox & NOx , GMDC to apprise the actions taken for our understanding & clarity.</p> | |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) | | | | | | | | |
|--|---|--|--|--|--------------------|------------|--|--|---|--|---|-------------|
| 62. | 7. Contract performance measurement (7.1) | 7. Contract performance measurement 7.1 Key Performance Indicators (KPIs) | All mentioned KPI parameters of "Threshold (for each Unit)" for Liquidated Damages & Incentives calculation shall be on Plant basis instead of Unit basis. We request Owner to Clarify on same. | Modified Clause: Threshold (Plant). | | | | | | | | |
| 63. | Key Performance Indicators (KPIs) (7.1) | <table border="1"> <thead> <tr> <th data-bbox="436 443 586 539">KPI</th> <th data-bbox="586 443 734 539">Threshold (for each Unit)</th> <th data-bbox="734 443 882 539">Liquidated damages</th> <th data-bbox="882 443 1030 539">Incentives</th> </tr> </thead> <tbody> <tr> <td data-bbox="436 539 586 1442">DSM Charges (Deviation Settlement Mechanism Charges)</td> <td data-bbox="586 539 734 1442"></td> <td data-bbox="734 539 882 1442">100% of DSM penalties will be adjusted against the monthly payments to the Successful Bidder subject to the annual cap of 10% of the charges of operations and maintenance package for the relevant operating year.</td> <td data-bbox="882 539 1030 1442">In case of incentives, the amount received shall be shared 75:25 between the Owner and the Successful Bidder, subject to the annual cap of 10% of the charges of operations and maintenance package for the relevant operating year.</td> </tr> </tbody> </table> | KPI | Threshold (for each Unit) | Liquidated damages | Incentives | DSM Charges (Deviation Settlement Mechanism Charges) | | 100% of DSM penalties will be adjusted against the monthly payments to the Successful Bidder subject to the annual cap of 10% of the charges of operations and maintenance package for the relevant operating year. | In case of incentives, the amount received shall be shared 75:25 between the Owner and the Successful Bidder, subject to the annual cap of 10% of the charges of operations and maintenance package for the relevant operating year. | We understood that, Deviation Settlement Mechanism (DSM) charges imposed by RLDC/SLDC shall not be applicable or transferred to O&M operator. Owner to confirm the same. In case if applicable, Please share the Deviation Settlement Mechanism (DSM) charges month wise by SLDC for last 3 year period | As per RFP. |
| KPI | Threshold (for each Unit) | Liquidated damages | Incentives | | | | | | | | | |
| DSM Charges (Deviation Settlement Mechanism Charges) | | 100% of DSM penalties will be adjusted against the monthly payments to the Successful Bidder subject to the annual cap of 10% of the charges of operations and maintenance package for the relevant operating year. | In case of incentives, the amount received shall be shared 75:25 between the Owner and the Successful Bidder, subject to the annual cap of 10% of the charges of operations and maintenance package for the relevant operating year. | | | | | | | | | |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) | | | | | | | | |
|-----------------------------|---|--|---|--|--------------------|------------|-----------------------------|-----|---|----|--|---|
| 64. | 7.1 Key Performance Indicators (KPIs) – (Spares Inventory Management) | <table border="1"> <thead> <tr> <th data-bbox="436 236 607 363">KPI</th> <th data-bbox="607 236 734 363">Threshold (for each Unit)</th> <th data-bbox="734 236 904 363">Liquidated damages</th> <th data-bbox="904 236 1030 363">Incentives</th> </tr> </thead> <tbody> <tr> <td data-bbox="436 363 607 740">Spares Inventory Management</td> <td data-bbox="607 363 734 740">95%</td> <td data-bbox="734 363 904 740">0.08% of monthly O&M fees for every 1% decrease in spares inventory management as defined in Annexure 4</td> <td data-bbox="904 363 1030 740">NA</td> </tr> </tbody> </table> | KPI | Threshold (for each Unit) | Liquidated damages | Incentives | Spares Inventory Management | 95% | 0.08% of monthly O&M fees for every 1% decrease in spares inventory management as defined in Annexure 4 | NA | <p>We request GMDC to keep the procurement and supply of Spares parts in their (GMDC) scope. Hence, this clause needs to be deleted as this clause will not be applicable on the Successful Bidder.</p> | <p>This clause and all KPIs related to Spares Inventory Management are henceforth deleted from the RFP.</p> |
| KPI | Threshold (for each Unit) | Liquidated damages | Incentives | | | | | | | | | |
| Spares Inventory Management | 95% | 0.08% of monthly O&M fees for every 1% decrease in spares inventory management as defined in Annexure 4 | NA | | | | | | | | | |
| 65. | 7.2 Overall ceiling on Liquidated Damages and incentives (7.2) | <p>1. All liabilities due from the Successful Bidder arising out of the shortfall of performance levels mentioned under Section 7, as per the liquidated damages defined in Section 7.1, shall be restricted to a maximum of 20% of the Lumpsum Charges for Operations and Maintenance Package as defined in Section 8.1 of Part 2 of this document.</p> <p>2. All incentives due to the Successful Bidder arising out of the enhanced performance levels mentioned under Section 7, as per the incentives defined in Section 7.1, shall be restricted to a maximum of 15% of the Lumpsum Price for Operations and Maintenance Package as defined in Section 8.1 of Part 2 of this document.</p> | <p><u>We request GMDC to modify this clause as:</u> 1. All liabilities due from the Successful Bidder arising out of the shortfall of performance levels mentioned under Section 7, as per the liquidated damages defined in Section 7.1, shall be restricted to a maximum of 20%10% of the Annual Lumpsum Charges for Operations and Maintenance Package (excluding the Spares Inventory management as procurement and supply of all kind of spares are under the Owner's scope) as defined in Section 8.1 of Part 2 of this document.</p> | <p>As clarified in Sr No 18.</p> | | | | | | | | |
| 66. | 8.3 Terms and Conditions (4) | <p>The invoice shall then be sent to GMDC's Corporate Office at Ahmedabad for verification, auditing and approval. Balance 20% payable amount of Running</p> | <p>Noted. However, corporate office to approve the invoices within</p> | <p>As per RFP.</p> | | | | | | | | |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|------------------------------|---|---|--|
| | | account invoices shall become payable by Project within two weeks of the receipt of the approved invoice from Corporate Office | 5days of receipt from the successful Bidder. | |
| 67. | 8.3 Terms and Conditions (5) | Owner shall be entitled to withhold payment if any of the invoices do not include the supporting documents required by the Owner (if any) and shall only be released after getting proper supporting documents, including statutory payments, from the Successful Bidder. No interest shall be paid by the Owner on any delayed/ disputed payments. | Noted. However, Owner shall not withhold or delayed any payment unreasonably without any reasons. | As per RFP. |
| 68. | Insurance (9) | The Successful Bidder shall, at its sole expense, insure and shall maintain insurance as required by Indian and all other applicable laws for all actions, suits, claims, demands, costs, charges, and expenses arising in connection with the death of or injury to any person employed by the Successful Bidder or its Sub-Contractor for the purpose of the performance of the Work. Any insurance claim brought against the GMDC by an individual or by customers or by any such other persons who suffered damage due to negligence of the Successful Bidder or his employees, the same shall be settled by the Successful Bidder at his cost. | <p>We request Owner to modify this clause as:</p> <p>The Successful Bidder shall, at its sole expense, insure and shall maintain insurance as required by Indian and all other applicable laws for all actions, suits, claims, demands, costs, charges, and expenses arising in connection with the death of or injury to any person employed by the Successful Bidder or its Sub-Contractor for the purpose of the performance of the Work work. Any insurance claim brought against the GMDC by an individual or by customers or by any such other persons who suffered damage due to negligence of the Successful Bidder or his employees, the same shall be settled by the Successful Bidder at his cost.</p> | As per RFP. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|---|--|---|--|
| 69. | Insurance (New Clause addition 9.5) (9.5) | Insurance to be taken by the Owner | <p><u>We request Owner to add this clause as:</u> Owner shall take the following insurance at their cost: 1. Plant, Machines & Property owned by the owner including fire insurance. 2. Third Party Liability insurance 3. Workmen compensation insurance for their employees.</p> | As per RFP. |
| 70. | Waiver of Subrogation (New Clause addition 9.6) (9.6) | WAIVER OF INSURER SUBROGATION | <p><u>We request Owner to add this clause as:</u></p> <p>WAIVER OF SUBROGATION: To the extent of any insurance recovery under any insurance policy maintained by the Successful Bidder or the Owner, the Successful Bidder and the Owner hereby waive any right of recovery against each other. This Clause 9.6 is intended to constitute a full waiver of the insurers' rights of subrogation. Accordingly, each Party will ensure that insurance companies will not have any right of subrogation against the other Party.</p> | As per RFP. |
| 71. | Limitation of Liability (9.3) | <p><u>Limitation of Liability:</u> Notwithstanding any other provisions, except in cases of criminal negligence or willful misconduct: 1. Whether expressed or implied, in no event, whether as a result of breach of Work Order, warranty, indemnity, tort (including negligence) strict liability or otherwise, shall either Party be liable to the other for loss of the</p> | <p><u>We request Owner to modify this clause as:</u></p> <p><u>Limitation of Liability:</u> Notwithstanding any other provisions, except in cases of criminal negligence or willful</p> | As clarified above in Sr No. 20. |

| Sr. No | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|--------|--|---|---|--|
| | | <p>Work Order, loss of profit or revenue, loss of use, loss of data or information, loss of power, cost of replacement power, increased cost of operation and cost of capital or for any indirect, special, collateral or consequential damages.</p> <p>2. The aggregate liability of the Successful Bidder to the GMDC, whether under the Work Order, in tort or otherwise, shall not exceed the total Work Order Value, provided that this limitation shall not apply to any obligation of the Successful Bidder to indemnify the GMDC with respect to patent infringement.</p> | <p>misconduct:</p> <p>1. Whether expressed or implied, in no event, whether as a result of breach of Work Order, warranty, indemnity, tort (including negligence) strict liability or otherwise, shall either Party be liable to the other for loss of the Work Order, loss of profit or revenue, loss of use, loss of data or information, loss of power, cost of replacement power, increased cost of operation and cost of capital or for any indirect, special, collateral or consequential damages.</p> <p>2. The aggregate liability of the Successful Bidder to the GMDC, whether under the Work Order, in tort or otherwise, shall not exceed the 10% of the Annual total Work Order Value (i.e. Annual Lumpsum charges for operation & Maintenance packages), provided that this limitation shall not apply to any obligation of the Successful Bidder to indemnify the GMDC with respect to patent infringement.</p> | |
| 72. | Claims for losses/damages. (9.4) | Successful Bidder shall be obliged to replace/ repair the Equipment/ components/ parts/ spares etc., without waiting for loss settlement by the underwriter/s. | <u>Noted, however, cost to be paid by the Owner.</u> | To be reimbursed post loss settlement by the underwriter / s. However, in case of claim rejection, this will be reviewed by the Owner and accordingly settled. |
| 73. | Non fulfilment of terms and conditions and | 1. If at any time during the currency of this contract, if any breach occurs due to the reasons attributed to the Successful Bidder, the Owner shall be at liberty to | <u>We request Owner to modify the clause as per following:</u> | As per RFP. |

| Sr. No | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|--------|------------------------------|--|--|--|
| | Termination of Contract (10) | <p>terminate this contract without assigning any reasons, whatsoever, for such termination and any losses and/or damages occurring due to such termination shall be borne by the Successful Bidder.</p> <p>2.If the Successful Bidder fails to carry out the work as per terms and conditions of the contract to the satisfaction of the Owner, the Owner shall be entitled to forfeit the Performance Security paid by the Successful Bidder as per Section 7.3 of Part 3 of this document. This, however, shall not absolve the Successful Bidder from its obligation to fulfill the contract. In such event, the Owner shall have a right to complete and / or to get the work completed at the cost & risk of the Successful Bidder and the Successful Bidder shall be responsible to pay such cost incurred by the Owner to complete the work and / or to get the work completed.</p> <p>3. Likewise, if the Successful Bidder does not fulfill the terms and conditions of the Contract and does not carry out the work up to the entire satisfaction of the Owner, the Owner has the right to forthwith terminate the Contract at its sole discretion, without assigning any reason, Under such events, the Owner shall be entitled to forfeit the Performance Security paid by the Successful Bidder as per Section 7.3 of Part 3 of this document, and the Owner shall have a right to complete the work and / or to get the work completed at the risk and cost of the Successful Bidder</p> <p>4. For any reasons, if it is required, the Owner reserves rights to cancel, terminate, amend and / or alter the Contract and / or bifurcate and / or increase and/or reduce the Contract work at any time without giving any notice or reason to the Successful Bidder and without incurring any responsibility.</p> <p>5. After termination by Owner for any reason, both parties shall mutually determine the work done and the Owner shall pay the Successful Bidder for any work done stated in the contract and for which invoice is submitted.</p> | <p>1. If at any time during the currency of this contract, if any material breach occurs due to the reasons attributed to the Successful Bidder, the Owner shall be at liberty to terminate this contract by giving 30days notice as a cure period failing which owner may (without assigning any reasons, whatsoever), for such terminate the contract. and any losses and/or damages occurring due to such termination shall be borne by the Successful Bidder</p> <p>2. If the Successful Bidder materially fails to carry out the work as per terms and conditions of the contract to the satisfaction of the Owner, the Owner shall be entitled to forfeit the Performance Security paid by the Successful Bidder as per Section 7.3 of Part 3 of this document after giving 30 days notice period to the Successful Bidder as a cure period failing with Owner may terminate the Contract. This, however, shall not absolve the Successful Bidder from its obligation to fulfill the contract. In such event, the Owner shall have a right to complete and / or to get the work completed at the cost & risk of the Successful Bidder and the Successful Bidder shall be responsible to pay such</p> | |

| Sr. No | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|--------|----------------------|-------------|---|--|
| | | | <p>additional cost incurred by the Owner to complete the work and / or to get the work completed.</p> <p>3. Likewise, if the Successful Bidder does not fulfill the terms and conditions of the Contract and does not carry out the work up to the entire satisfaction of the Owner, the Owner has the right to forthwith terminate the Contract at its sole discretion, without assigning any reason. Under such events, the Owner shall be entitled to forfeit the Performance Security paid by the Successful Bidder as per Section 7.3 of Part 3 of this document, and the Owner shall have a right to complete the work and / or to get the work completed at the risk and cost of the Successful Bidder. Already covered under point 2 above, hence, we request to delete this clause.</p> <p>4. For any reasons, if it is required, the Owner reserves rights to cancel, terminate, amend and / or alter the Contract and / or bifurcate and / or increase and/ or reduce the Contract work at any time without giving any notice or reason to the Successful Bidder and without incurring any responsibility. This clause is not acceptable. Please note, in case Owner decides to terminate the</p> | |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|--|---|--|--|
| | | | Contract without any fault or reasons attributable to the Successful Bidder, in such case Owner to give 6 months' notice to the Successful Bidder prior termination of the Contract. | |
| 74. | | | <u>We request Owner to modify the clause (5) as:</u> After termination by Owner for any reason, both parties shall mutually determine the work done and the Owner shall pay the Successful Bidder within 30days for any work done stated in the contract and for which invoice is submitted. | As per RFP. |
| 75. | | | <u>We would like to inform that clause (4) is not acceptable. Instead of that We propose the following clause:</u> 1. Owner may terminate the contract at its description by giving 180days notice to the contractor. 2. Owner reserves the right to amend/alter the Contract and / or bifurcate and / or increase and/or reduce the Contract work at any time. However, in such case, Owner shall pay to the Successful Bidder all the cost incurred or to be incurred by the successful bidder on mutually agreement basis. | As per RFP. |
| 76. | New Clause addition (Termination by the | New Clause proposed to provide the equal right to Successful Bidder to terminate the Contract in case of breach on Owner's part. | <u>We request Owner to add this clause "Termination by the Successful Bidder" as :</u> | As per RFP. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|---------------------------|-------------|--|--|
| | Successful Bidder) (6) | | <p>The Successful Bidder may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Owner, in case of the occurrence of any of the events specified in paragraphs</p> <p>(a) 1. If at any time during the currency of this contract, if any material breach occurs due to the reasons attributed to the Owner, Successful Bidder shall be at liberty to terminate this contract by giving 30days notice as a cure period failing which owner may without assigning any reasons, whatsoever, for such terminate the contract.</p> <p>(b) If the Owner fails to release the payment due to the Successful Bidder as per the agreed payment terms between the Successful Bidder & the Owner.</p> <p>(c) Owner has voluntarily commenced winding-up, Bankruptcy, insolvency, reorganization, stay, moratorium or similar debtor-relief proceedings, or shall have become insolvent or is unable to pay its debts as they become due, or admits in writing its inability to pay its debts or makes an assignment for the benefit of its</p> | |

| Sr. No | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|--------|--|--|---|--|
| | | | <p>creditors (Termination by Successful Bidder may be with immediate effect in this case);</p> <p>(d) initiation of insolvency, receivership, reorganization or Bankruptcy proceedings against the Successful Bidder at or and the petition commencing such proceedings is not controverted and the proceedings dismissed or effectively stayed within 30 (thirty) days of such commencement (Termination by Successful Bidder may be with immediate effect in this case)</p> | |
| 77. | 11.1 Statutory Guidelines (9 of 11.1) | Any statutory clearance, permission required for the work, its completion, commissioning shall be in the Successful Bidder's scope. | <p><u>We request Owner to modify this clause as:</u> Any statutory clearance, permission required (other than those are to be obtained by the owner) for the work, its completion, commissioning shall be in the Successful Bidder's scope.</p> | As per RFP. |
| 78. | 11.1 Statutory Guidelines (15 of 11.1) | All the activities arising under the scope of the works shall be complied with various statute/laws/rules/regulations etc. Including environmental laws and if the Successful Bidder fails to comply the laws; it will be done at the risk and cost of the Successful Bidder and expenses will be recovered from the Successful Bidder | <p><u>We request Owner to modify this clause as:</u> All the activities arising under the scope of the works shall be complied with various statute/ laws/ rules/ regulations etc. Including environmental laws and if the Successful Bidder fails to comply the laws due to reasons Solely attributable to successful bidder; it will be done at the risk and cost of the Successful Bidder</p> | As per RFP. |

| Sr. No | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|--------|-----------------------------|--|---|--|
| | | | and expenses will be recovered from the Successful Bidder | |
| 79. | 11.5 Indemnification (11.5) | <p>11.5 Indemnification The Successful Bidder shall fully indemnify, save harmless and defend Owner, Owner’s shareholders, the Owner, and the directors, agents and employees of the Owner (the “Owner Indemnified Parties”) from and against any and all claims, including reasonable legal costs, (collectively the “Damages”) by third parties in respect of death or bodily injury or in respect to loss or damage to any property (other than the plant or part there of not yet taken over) which arises out of or in consequence of the services whilst the Successful Bidder has responsibility for the care of the works to the extent resulting from Successful Bidder’s or their agents or employees intentional act, negligence, or strict liability or omission in the performance of the services hereunder; provided that the foregoing obligation shall not apply to the extent the Owner Indemnified Parties are contributory negligent or strictly liable or to the extent such damages are caused by the intentional acts or omissions of the Owner Indemnified Parties. The Successful Bidder shall provide Undertaking of Indemnity, in the form of Annexure 15 of this document.</p> | <p><u>We request GMDC to modify this clause as: 11.5 Indemnification</u> The Successful Bidder shall fully indemnify, save harmless and defend Owner, Owner’s shareholders, the Owner, and the directors, agents and employees of the Owner (the “Owner Indemnified Parties”) from and against any and all claims, including reasonable legal costs, (collectively the “Damages”) by third parties in respect of death or bodily injury or in respect to loss or damage to any property (other than the Plant plant or part there of not yet taken over) which arises out of or in consequence of the services whilst the Successful Bidder has responsibility for the care of the works to the extent resulting from Successful Bidder’s or their agents or employees intentional act, negligence, or strict liability or omission in the performance of the services hereunder; provided that the foregoing obligation shall not apply to the extent the Owner Indemnified Parties are contributory negligent or strictly liable or to the extent such damages are caused by the intentional acts or omissions of the Owner Indemnified Parties.</p> | As per RFP.. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|--|---|--|--|
| | | | The Successful Bidder shall provide Undertaking of Indemnity, in the form of Annexure 15 of this document. | |
| 80. | 11.10 Accident and Responsibilities of Successful Bidder (2) | In the event of any breakdown or accident during the course of any operation, the Successful Bidder shall notify the facts to the Owner's Authority person on site, or any other officer immediately present there of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instruction of the Owner's Authority person on site | <u>We request Owner to modify this clause as: If the breakdown or accident occurred due to gross negligence & willful default of the successful bidder than,</u> the Successful Bidder shall notify the facts to the Owner's Authority person on site, or any other officer immediately present there of such incidence and shall simultaneously make adequate remedial arrangements on his/its own cost and risk and as per the instruction of the Owner's Authority person on site. | As per RFP. |
| 81. | 11.12 Force Majeure (4) | The Successful Bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the Owner | <u>We request Owner to modify this clause as:</u> The Successful Bidder will advise, in the event of his having resort to this clause by a registered letter duly certified by the statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such Force Majeure condition. In the event of delay lasting over two months, if arising out of Force Majeure, the contract may be terminated at the discretion of the Owner either party. | As per RFP. |
| 82. | 11.13 Limitation of Liability | Notwithstanding any other provisions, except in cases of criminal negligence or willful misconduct: | <u>We request Owner to delete this clause as it is already covered</u> | As per RFP. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|--------------------------|---|---|--|
| | | <p>1. Whether expressed or implied, in no event, whether as a result of breach of Work Order, warranty, indemnity, tort (including negligence) strict liability or otherwise, shall either Party be liable to the other for loss of the Work Order, loss of profit or revenue, loss of use, loss of data or information, loss of power, cost of replacement power, increased cost of operation and cost of capital or for any indirect, special, collateral or consequential damages</p> <p>2. The aggregate liability of the Successful Bidder to the GMDC, whether under the Work Order, in tort or otherwise, shall not exceed the total Work Order Value, provided that this limitation shall not apply to any obligation of the Successful Bidder to indemnify the GMDC with respect to patent infringement</p> | <p>under clause/Section 9.3 of Part-2</p> | |
| 83. | 7.3 Performance Security | <p>The Successful Bidder shall furnish Performance Security to GMDC for securing the due and faithful performance of its obligations under the Agreement, within 7 (seven) days from the date of acceptance of LOA, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 18) for amount of equivalent to 10% (Ten percent) of the Lumpsum Charges for Operations and Maintenance Package (without GST) quoted, payable to GMDC by the Successful Bidders (the “Performance Security”) from the banks approved by Government of Gujarat except Co-Operative banks . Such Performance Security shall be in favor of “Gujarat Mineral Development Corporation Ltd” and admissible and payable at Ahmedabad branch from approved bank to GMDC. The list of approved banks has been listed in Annexure 19.</p> | <p><u>We request Owner to modify this clause as:</u> The Successful Bidder shall furnish Performance Security to GMDC for securing the due and faithful performance of its obligations under the Agreement, within 7 (seven) 15 (fifteen) days from the date of acceptance of LOA, in the form of Demand Draft or an unconditional and irrevocable bank guarantee (Annexure 18) for amount of equivalent to 10% (Ten percent) of the Annual Lumpsum Charges for Operations and Maintenance Package (without GST) quoted, payable to GMDC by the Successful Bidders (the “Performance Security”) from the banks approved by Government of Gujarat except Co-Operative banks . Such</p> | Accepted. |

| Sr. No | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|--------|-----------------------------|--|--|--|
| | | | <p>Performance Security shall be in favor of “Gujarat Mineral Development Corporation Ltd” and admissible and payable at Ahmedabad branch from approved bank to GMDC. The list of approved banks has been listed in Annexure 19.</p> | |
| 84. | ANNEXURE 4: KPI definitions | <p>Plant Availability Factor (PAF) “Capacity losses (CL)” mean loss of ex-bus electricity in MW, which could not be delivered in any time block of the day or whole of the day which are beyond the control of O & M Contractor, as decided by Owner’s discretion, including but not limited, to the following causes:</p> <ul style="list-style-type: none"> ▪ Disruption of fuel supply ▪ Blackout or electrical evacuation line tripping causing generation loss. ▪ Force Majeure Events. | <p>The following points shall be considered as Deemed Generation:</p> <p>(A) The instructions or Directives issued by Owner or any Competent Authority;</p> <p>(B) Non-availability of Spares due to the reasons non-attributable to O&M Operator.</p> <p>(C) Capacity Loss shall be considered only for Liquidated Damage calculations.</p> <p>(D) Capacity Loss will be calculated in the same line of availability calculation which is Declared Capacity.</p> <p>(E) Any loss of generation due to Manufacturing / Design/erection defects of Plant equipment.</p> <p>(F) Extension in Scheduled Outage period beyond planned days of outage for reasons not attributable to O&M Operator in an Operating Year shall be considered for Deemed Generation at the rate of 100% per cent.</p> <p>(G)Major Breakdown of machineries involving generation loss, if such an event is not</p> | As per RFP. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|---|---|---|
| | | | attributable to O&M operator. (H) MOC/Reliability improvement period for repair/modifications not attributable to O&M Operator. (I) Any other event in which availability/generation is lost but power purchaser makes adjustment for the same based on normative availability in accordance with the terms of the PPA. | |
| 85. | | Quick erect scaffolding & sky climbers have been considered in the scope of GMDC | GMDC to Clarify on same | Bidder is required to assess and quote accordingly. |
| 86. | | Portable Oil purification machines shall be provided by GMDC | GMDC to Clarify on same | Bidder is required to assess and quote accordingly. |
| 87. | | Steel / Raw materials required for modifications / repairs shall be provided by GMDC | GMDC to Clarify on same | Bidder is required to assess and quote accordingly. |
| 88. | | Repair /Rewinding of HT Motors and Transformers including transportation & services shall be in GMDC Scope | GMDC to Clarify on same | Bidder is required to assess and quote accordingly. |
| 89. | | Boiler Cup-lock Scaffolding – Procurement / Hiring services shall be in GMDC Scope | GMDC to Clarify on same | Bidder is required to assess and quote accordingly. |
| 90. | | Scope of Modifications suggested by OEM or Owner that are to be incorporated in the system / equipment during the tenure of the contract which cannot be executed with available O&M staff and facilities at site. | GMDC to Clarify on same | Bidder is required to assess and quote accordingly. |
| 91. | | Any major work/modification i.e. opening of turbine cylinders, thread out of generator rotor, dismantling of any major equipment i.e. transformers, TDBFP Turbine, stacker Reclaimer, slew bearing replacement, etc., shall be in GMDC Scope. | GMDC to Clarify on same | Bidder is required to assess and quote accordingly. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|--|------------------------------|---|
| 92. | | Temporary Ash dyke bund raising/ back filling of ash dyke bunds / emptying of ash from ash dykes or any other major works in Ash dyke shall be in GMDC Scope. | GMDC to Clarify on same | Bidder is required to assess and quote accordingly. |
| 93. | | If any backlog activities leftover by previous O&M Service Provider and as identified by O&M Operator during Mobilization period, same will be rectified on an additional charge basis or will be considered as an additional Service. | GMDC to Clarify on same | Bidder is required to assess and quote accordingly. |
| 94. | | Major repairing work in case of fire hazards and force Majeure, additional system installation, erection of new piping etc. shall be in GMDC Scope. | GMDC to Clarify on same | Bidder is required to assess and quote accordingly. |
| 95. | | Major Repair / Replacement of Generator Transformers. | GMDC to Clarify on same | Bidder is required to assess and quote accordingly. |
| 96. | | Transmission line maintenance shall be in the scope of GMDC. | GMDC to Clarify on same | Already stated above. |
| 97. | | OHC Facility & Advance life support ambulance shall be provided by GMDC to O&M Service Provider | GMDC to Clarify on same | To be provided by the Owner as per availability. |
| 98. | | Owner shall at its cost and expense pay for any upgrades additions improvements or changes to the Plant (which are not in scope of O&M Operator) which Owner determines to be necessary or advisable, including any upgrades, additions, improvements and changes that may be necessary in Owner's judgment to comply with applicable Directives and any relevant Change in Law. | GMDC to Clarify on same | Bidder is required to assess and quote accordingly. |
| 99. | | Special tools and tackles as provided by EPC/OEM shall be handed over to O&M Operator. The upkeep and the responsibility to return those at the end of Contract in good working condition shall be with O&M Operator. Further if any other special tool is required shall be arranged by owner upon request by O&M Operator to ensure plant availability as per contract. Also, please share the details of available Special Tools & Tackles with GMDC & shall be handed over to O&M operator (like scaffolding materials, cup lock scaffolding, sky climbers, special tools for turbine & | GMDC to Clarify on same. | Bidder is required to assess and quote accordingly. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|--|---|---|
| | | generator maintenance, electrical tools & testing kits etc.) | | |
| 100. | | All required software's, including Efficiency improvement software's, (Efficiency software/developing existing Pi server, Siemens anomaly detection system etc.) shall be provided by GMDC | GMDC to Clarify on same | Bidder is required to assess and quote accordingly. |
| 101. | | Please share the Residual Life Assessment (RLA) Report of both CFBC Boilers including Auxiliaries Fans, Tubular Air-preheater, Cyclone, & TG and , other plant major equipment's. | Owner to share the same for further understanding & cost estimation | Bidder is required to assess and quote accordingly. |
| 102. | | Please share the Details of Major defects list department wise (Boiler, Turbine, Generator, Electrical, Instrumentation, Material handling system, Ash handling plant, Civil etc.) | Owner to share the same for further understanding & cost estimation | Bidder is required to assess and quote accordingly. |
| 103. | | Please share the details of operational performance of Last 5 financial years , unit wise (#1 &2) & station wise including KPI parameters | Owner to share the same for further understanding & cost estimation | Bidder is required to assess and quote accordingly. |
| 104. | | Please share the detailed List of spares available at GMDC store's and consumption data of Spares of last 5 financial years | Owner to share the same for further understanding & cost estimation | Bidder is required to assess and quote accordingly. |
| 105. | | Please share the details of last performance testing report of boiler, turbine, CT, Fans, Heaters etc., & current boiler efficiency, turbine cycle heat rate, Cooling tower efficiency data. | Owner to share the same for further understanding & cost estimation | Bidder is required to assess and quote accordingly. |
| 106. | | Please share the details of Hoists, EOTs , Lifts, Elevators ,Pressure vessel available in the plant & their current status which require to be maintained by O&M operator including statutory inspection & testing . | Owner to share the same for further understanding & cost estimation | Bidder is required to assess and quote accordingly. |
| 107. | | Please share the Condition assessment study report of Civil structures, Boiler & TG House, BOP, Electrical Equipment's, Chimneys etc. conducted in recent times. | Owner to share the same for further understanding & cost estimation | Bidder is required to assess and quote accordingly. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|--|---|--|
| 108. | | Please share the Energy Audit report of major system & equipment conducted in recent times. | Owner to share the same for further understanding & cost estimation | Bidder is required to assess and quote accordingly. |
| 109. | | Pl. confirm the availability of canteen facility at site for O&M operator staff at subsidized rates. | GMDC to confirm . | As clarified in Sr. No. 60 above. |
| 110. | | Pl. share any site specific MOEF guide line document and existing status. | GMDC to respond | Will be shared with the Successful Bidder post award of contract. |
| 111. | | Please share the Availability of residential accommodation (no of quarters) for O&M operator staff at GMDC Township. | Owner to share the same for further understanding & cost estimation | Already stated above. |
| 112. | KPI | KPIs- Plant availability factor (%) –Threshold limit is indicated as each unit wise ,whereas at plant it is calculated/maintained as station/plant wise. | GMDC to clarify that PAF (%) to be maintained as unit wise or station wise ?? | As clarified in Sr. No. 62 above. |
| 113. | Pg 13 | The scope of work for the Successful Bidder shall include comprehensive operations and maintenance of the power plant to generate power in accordance with the standard guidelines of OEM, Prudent industrial practice, and Thermal Power Plant along with supply and management of spares, consumables, raw material, and tools and tackles, manpower, required services, Annual maintenance contract, Annual Rate contract etc | We request GMDC to consider excluding the spares scope from the bidder/O&M Operator, as it is not practical to expect a fixed consumption of spares due to its dependence on the asset condition. In case, Owner insists for inclusion of scope spares supply, the methodology for the same shall be mutually discussed & agreed. | As clarified in Sr. No. 43 above. |
| 114. | Pg 14 | “Commencement Date” shall be the date within 30 (thirty) days of submission of the Successful Bidder’s acceptance of the Letter of Award (LOA). | O&M operator request to consider a mobilization period of 90 Days after LOA. Requesting owner to issue necessary amendment. | As clarified in Sr. No. 25 above. |
| 115. | Pg 16 | Commencement of Contract : The Successful Bidder, along with the payment of Performance Security, will enter into a Contract with the Owner on appropriate Stamp Paper (to be provided by the Successful Bidder) in token of acceptance of the terms and conditions of the | Bidder understands that Owner has provided R&M of plant in various packages and with different timelines. We suggest Owner to Including | Please note: The cost of deployment of key personnel for the supervision during overhaul will not be a part of the lumpsum O&M charges or the financial scoring. However, the Bidders are required to provide the cost separately as part of the modified price bid in Annexure 2 below. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|---|---|---|
| | | <p>contract, within 30 (thirty) days of submission of its acceptance of the Letter of Award (LOA). In case of any necessity arising after executing the Contract and during the execution of the work, which requires alteration/modifications in the Contract, the same can be made in writing by either party, after mutual understanding and consent of both the parties. The Successful Bidder will have to start the work as per the Scope of Work described in the Section 3 of Part 2 of this document, on 1st January 2025 or as communicated in advance by the Owner, post award of the contract (work to start on 1st January 2025 or within 30 days post 1st January 2025). In addition, the Successful Bidder needs to deploy key personnel during the final 15 days of the overhaul of ATPS plant basis mutual discussion and agreement between the Successful Bidder and the Owner post award of contract. In case of failure to commence the work within the abovementioned period, the liquidated damages shall be levied as per the provision of Section 7.2 of Part 2 of this document.</p> | <p>commissioning as a separate line item to the contract where O&M operator will be responsible for identifying punch point and will support Owner in recommissioning of Plant.</p> <p>Further, if Owner insists for Deployment of key manpower before commencement of O&M services, the same shall be at additional cost. The timelines for such requirement shall be clearly mentioned by GMDC.</p> | |
| 116. | Pg 18 | <p>Duration of the Contract The Contract shall be deemed to have come into force and effect 30 (thirty) days from the date of acceptance of the Letter of Award (LOA) by the Owner to the Successful Bidder and the Successful Bidder shall provide operations and maintenance services along with supply of spares and consumables as covered in but not limited to Section 3 part 2 for a period of 3 years from the start of work as per the scope of work defined in this RFP. Further, there shall be a provision of extension for up to 2 years, as per the same terms and conditions solely based on the performance of the Successful Bidder and at the discretion of the Owner. The pricing and the escalation rate for the extended period will be mutually decided between the Owner and the Successful Bidder at that point of time. The Contract shall be deemed to be successfully executed after the duration of contract, as certified by competent authority from the Owner. The Successful Bidder shall</p> | <p>1. O&M operator request to consider a mobilization period of 90 Days after LOA as per prudent practice.</p> <p>2. It is requested to consider a separate mobilization fee.</p> <p>3. Requesting Owner to kindly remove the word supply of spares as spares are in Owner's scope.</p> <p>4. All the performance targets defined shall be practically reasonable, demonstrated by Owner and since major R&M will be executed before commencement of O&M services, a stabilization period of six (6) months to be</p> | <p>1. As clarified in Sr. No. 25 above.</p> <p>2. As per RFP.</p> <p>3. As clarified in Sr. No. 43 above.</p> <p>4. As per RFP.</p> |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|---|---|---|
| | | strive to complete the execution and meet the performance targets as defined in section 7.1 of part 2 however, in case of a deviations from targets, the Owner reserves the right to levy penalties/liquidated damages as described in Section 7.2 of Part 2 of this document. | provided during which LD's shall not be applicable to O&M operator. | |
| 117. | Pg 19 | The Successful Bidder must supply all materials as required for the smooth operation and maintenance of the power Plant. The Bidder shall be liable for warranty of any such material supplied along with all the required processes | Kindly clarify on "supply of materials" and "warranty" pertaining to such materials. | As clarified in Sr. No. 8 above. |
| 118. | Pg 19 | The Successful Bidder must manage fuel including unloading, handling and storage, inspection, unloading from trucks till consumption with required vehicles. The Successful Bidder shall maintain all equipment necessary for smooth handling of fuel and as per Owner's instructions | Please provide details of material handling equipment's / Heavy vehicles as available with Owner. And, it is advised to mention the minimum list of heavy vehicles requirements to enable all the bidders to consider the same along with fuel. | Bidder is required to assess and quote accordingly. |
| 119. | Pg 19 | The Successful Bidder must maintain coal stocks up to designed capacity of coal stock yard, in each case to minimize coal losses and coal degradation, including from windage and runoff. Demurrage charge if any will be in the Successful Bidder's scope | It is not clear about the demurrage applicability since it is considered that the lignite will be delivered to plant through trucks. However, pl mention the applicable demurrages & calculation methodology for the same. The O&M operator shall only be responsible for any demurrage which is solely attributable to O&M operator. | As clarified in Sr. No. 31 above. |
| 120. | Pg 20 | The Successful Bidder will be entirely responsible for organizing and managing such contracted and subcontracted maintenance, repair and testing services as shall be required to carry out scheduled inspections, overhauls and major breakdown repairs including the statutory overhauls (Annual Overhauling of Boiler, | Bidder understands that Capital Overhaul is excluded from O&M operator's scope. Please confirm. Also, please confirm number of Overhauls to be considered during the term of contract. | Modified Clause: The Successful Bidder will be entirely responsible for organizing and managing such contracted and subcontracted maintenance, repair and testing services as shall be required to carry out scheduled inspections, overhauls and major breakdown repairs including the statutory overhauls (Annual |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|--|--|---|
| | | Turbine, Generator, Auxiliaries and Utility systems, Capital Overhauling of Plant equipment). | <ul style="list-style-type: none"> - Schedule of AOH for 3 years - Duration of AOH - Tentative scope of work. | Overhauling of Boiler, Turbine, Generator, Auxiliaries and Utility systems). |
| 121. | Pg 20 | The Successful Bidder must carry out material planning (including spares), supply, indentation, receipt of material including quality checks, storage and maintenance of required stock including reverse engineering, inventory control, etc. to ensure that the plant performance is not jeopardized by lack of spares availability. Any demurrage charges occurred during unloading shall be borne by the Successful Bidder | We request GMDC to consider excluding the spares scope from the bidder/O&M Operator, as it is not practical to expect a fixed consumption of spares due to its dependence on the asset condition. Further, we request GMDC to kindly clarify the detailed scope of Inventory management to avoid any ambiguity and for a better understanding. | <p>As clarified in Sr. No. 43 above.</p> <p>For inventory management scope, as per RFP.</p> |
| 122. | Pg 20 | The Successful Bidder shall arrange and provide the service engineer(s) of OEM at the Plant to associate at site for O&M and bear all expenses for the same. | In case if Bidder is having inhouse expertise, Owner should allow O&M operator to enable their services without depending on OEM's. Request you to the consider the same. | As per RFP. |
| 123. | Pg 20 | The Successful Bidder must supply and maintain equipment not available in the Workshop and labs store but are required for smooth O&M of Plant. (Mechanical, Electrical, C&I, and Chemical) | Please share the list of equipment's available in workshop and Laboratories. Any equipment which is capital in nature shall be provided by GMDC. | Bidder is required to assess and quote accordingly. |
| 124. | Pg 20 | The Successful Bidder shall enter into AMCs of major equipment(s) with its OEM as per operating manuals and also bear all expenses for the same with the concurrence of the Plant head. | Bidder request to provide the mandatory AMC / ARC list (as per Owner's requirement) along with its frequency to consider the same in the costs. | Bidder is required to assess and quote accordingly. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|--|---|---|
| 125. | Pg 21 | The Successful Bidder must dispose Ash as per requirement within plant and outside plant including ash transportation and load Fly Ash and Bottom Ash for sales. | Bidder understands that ASH utilization is in Owner's purview. O&M operator has to support in loading of Dampers / Bulklers. If system is not available for reasons attributable to O&M operator, O&M is responsible to dispose the ash within plant boundary only. PI confirm. | As clarified in Sr No. 4 and 5 above. |
| 126. | Pg 21 | The Successful Bidder shall be responsible for segregation and disposal of scraps / waste as per the requirements, and as per Owner procedures. | Bidder understands that it should be within plant premises. Please confirm. | As per RFP in conjecture with Sr. No. 38 above. |
| 127. | Pg 21 | The Successful Bidder must develop (bilingual), operate and follow all the Technical and Non-Technical Standard Operating Procedures (SOPs), Standard Maintenance Procedures (SMPs) covering all operational interfaces between Owner, location smelters/mines, service provider and SEB (state electricity board), OEM Manuals, Health, Safety & Environmental (HSE) Guidelines, Integrated Management System (IMS), Energy Management System (ENMS), and Guidelines of Owner and provide reports and information as mutually agreed. | Bidder understands that all SOP's, SMP's will be provided by Owner. However, O&M operator has to review and make revisions if required with the Owner's approval. | As per RFP. |
| 128. | Pg 21 | The Successful Bidder shall maintain any necessary additional software support required to maintain & update documentation / planning | Bidder understands that SAP PM and MM Module will be provided by Owner for maintaining Owner's Inventory and Plant maintenance data with required numbers of authorizations. Kindly confirm. | As clarified in Sr. No. 50 above. |
| 129. | Pg 22 | The Successful Bidder must perform yearly energy audits for improvement in performance of the plant and carry out works of analysis, documentation and performance improvement for performance achievement related to obligations. The Successful Bidder will also arrange for | Bidder understands that Energy audit will be conducted by O&M operator with field instruments | As clarified in Sr. No. 39 above. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|--|--|---|
| | | consultancy services for relay setting and power system stabilization, Boiler combustion tuning etc. whenever needed. | and with EM/EA available within O&M operators team. Kindly confirm. | |
| 130. | Pg 22 | The Successful Bidder is responsible for general civil works including repairs and maintenance, carpentry in plant premises. The Successful Bidder will undertake minor civil works including repair & maintenance, carpentry, touch up painting including painting up to a limit of INR 50 lakhs per year of Operating Period, which will be considered as the pre-approved budget. For major civil works, the successful bidder will need to take prior approval from the Owner along with proper reasoning and reports for the same. In case this amount is approved by the Owner, the Owner shall reimburse the costs incurred to the Successful Bidder. | Agreed. However, yearly limit of Rs 50 Lakhs shall not be carry forwarded to next year. Since it is a discretion of Bidder to consider strategic costing, there should not be any deductions in case of non-utilization of such limit in any year. Kindly confirm. | As per RFP. |
| 131. | Pg 23 | The Successful Bidder must obtain and maintain Permits required to be obtained for plant O&M requirements | O&M operator will support Owner with necessary documentation for obtaining permits required by Owner. However, O&M operator will be responsible for obtaining permits in purview of O&M operator. Kindly issue necessary amendment accordingly. | As per RFP in conjecture with Sr. No. 48 above. |
| 132. | Pg 23 | Successful Bidder is responsible for training and development of their staff as per Owner guidelines. Provide on-going and refresher training (technical, safety performance, skill, fire, first-aid, and emergency procedure) on-site/off-site for all its staff. | Bidder is considering Inhouse and On job training from subject experts only. Please elaborate if any 3rd party trainings required as per Owner guidelines. | As per RFP. |
| 133. | Pg 23 | Procurement, supply, and handling of all consumables are in Successful Bidder's scope. The annual consumables procurement plan for the first year will be submitted by the Successful Bidder after reviewing available consumables and maintenance schedules, based | O&M operator to procure quality consumables from reputed vendors based on competitive prices of | As per RFP. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|---|---|--|
| | | <p>on which the annual budget for consumables will be approved by the Owner. The supply schedule should match the power plant requirement to maintain upmost plant availability and operational efficiency. The Successful Bidder needs to buy consumables from OEM or Owner approved vendors and submit necessary test certificates/ quality certificates as per Owner's guidelines. The Successful Bidder shall deploy necessary third party for inspection/ testing of consumables procured. Similar mechanism will be applicable for the remaining 2 (two) years.</p> | <p>vendors. However, Owner should not insist on procuring consumables from any specific vendors.</p> | |
| 134. | Pg 23 | <p>In case of consumables not being required / utilized during the operating year as per the approved budget, the remaining amount from the approved budget will be imburSED to the Owner by the Successful Bidder. Similar mechanism will be applicable for the remaining 2 (two) years</p> | <p>Since it is a comprehensive & performance driven O&M Contract with scope of consumables with Bidder/O&M Operator, it is requested Owner to remove this condition. However, the O&M Operator will ensure all the consumables as per the agreed scope.</p> | <p>As clarified in Sr. No. 42 above.</p> |
| 135. | Pg 24 | <p>Procurement, supply, and handling of all spares are in Successful Bidder's scope. The payment for spares will be pass-through and reimbursed to the Successful Bidder 30 days post submission of proforma invoice along with necessary documents supporting purchase of goods and approval of the invoices by the Owner. The spares procurement plan for the first year will be submitted by the Successful Bidder after reviewing available spares and maintenance schedules. The supply schedule should match the power plant requirement to maintain upmost plant availability and operational efficiency. The Successful Bidder needs to buy spares from OEM or Owner approved vendors and submit necessary test certificates/ quality certificates as per Owner's</p> | <p>1. We request GMDC to consider excluding the spares scope from the bidder/O&M Operator, as it is not practical to expect a fixed consumption of spares due to its dependence on the asset condition. 2. Third party Inspection / Testing of spares shall be at additional cost or to be capped to a certain value.</p> | <p>As clarified in Sr. No. 43 above.</p> |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|---|--|---|
| | | <p>guidelines. The Successful Bidder shall deploy necessary third party for inspection/ testing of spares procured. Similar mechanism will be applicable for the remaining 2 (two) years.</p> | | |
| 136. | Pg 24 | <p>The Successful Bidder shall operate and maintain all the equipment supplied as facilities i.e., lifts, elevators, cranes, hoists, chain pulley blocks, hydra, forklift, JCB, etc. Maintenance of these to be done by taking services of expert agencies in this field. All of these shall be tested, rectified, and certified by the authorized agencies as per statutory requirements.</p> | <p>Maintenance of such equipment's shall be done by experienced technicians (inhouse or outsourced) as and when required. If inhouse expertise is available, outsourcing shall not be mandatory. However, required certification from competent agency will be done by O&M operator. Please confirm</p> | As per RFP. |
| 137. | Pg 25 | <p>60. The Successful Bidder shall conduct and demonstrate full load capability every year for each unit along-with various plant performance evaluation tests and submit analysis reports to the Owner along with the action plan for any necessary corrective measures.</p> | <p>The demonstration of full load capacity is subject to the performance of unit post overhaul/R&M and subsequent PG test by Owner. The full load capacity test will be conducted by Bidder/O&M Operator on yearly basis with the field instruments & inhouse team. If 3rd Party services are required by Owner, the same shall be considered as "Additional Services" as and when required by Owner.</p> | As per RFP. |
| 138. | Pg 25 | <p>The Successful Bidder shall obtain, on behalf of the owner, all necessary statutory approvals from Inspection Authorities, or other government authorities, as may be required, as per Applicable Laws at its own cost. All necessary documentation prepared and / or obtained for such statutory approvals shall be submitted to the Owner for review prior to submitting for approvals to relevant</p> | <p>O&M operator will support Owner with necessary documentation for obtaining permits required by Owner. However, O&M operator will be responsible for obtaining permits in purview of O&M operator.</p> | As per RFP in conjecture with Sr. No. 48 above. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|--|--|--|
| | | authorities. Coordination and liaising with competent authority are in the scope of Successful Bidder. | Kindly issue necessary amendment accordingly. | |
| 139. | Pg 26 | Plant infrastructure (including workshops, labs, IT) - Responsible to operate and maintain all Plant infrastructure for smooth O&M of power Plant and handover all Plant infrastructure back to the Owner after the tenure of the contract in given or better condition. | Wear & Tear shall be considered at the end of contract period and Owner shall not insist for new equipment. | As per RFP. |
| 140. | Pg 26 | Spares and Consumables (procurement, inventory, and management) - Procure and manage all engineering spares and other spares to ensure all performance targets are met. Responsible for planning, ordering, inventory management, testing, quality control, storage, refurbishment and raising proper invoices. All consumables required for smooth O&M of the Plant including housekeeping sanitation. In case of damage or theft of the any of the spares, consumables, tool, and tackles, the same shall be procured and replaced by Successful Bidder. | <p>1. We request GMDC to consider excluding the spares scope from the bidder/O&M Operator, as it is not practical to expect a fixed consumption of spares due to its dependence on the asset condition.</p> <p>2. Third party Inspection / Testing of spares shall be at additional cost or to be capped to a certain value.</p> | As clarified in Sr. No. 43 above. |
| 141. | Pg 26 | Software for monitoring performance, diagnostics, optimization, and PM - Successful Bidder should implement software for smooth operations, safety and maintenance after alignment with the Owner at its own cost. | <p>Bidder understands that SAP PM and MM Module will be provided by Owner for maintaining Owner's Inventory and Plant maintenance data with required numbers of authorizations. Kindly confirm.</p> <p>(It is not feasible for Bidder/O&M Operator to install a separate software for Plant maintenance / Inventory management & it is a standard practise</p> | As clarified in Sr. No. 50 above. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|--|--|--|
| | | | in comprehensive O&M Contracts that the Owner will give the access of existing software to O&M Operator) | |
| 142. | Pg 27 | From unloading area in Plant onwards all Coal/ Lignite - under Successful Bidder's scope. Responsible for entire fuel management. Ensure proper accounting, minimize coal quality in Plant losses, and meet SLC targets. Maintain all MHP equipment, spares, and facilities at industry best standards | Bidder understands that PV of coal / lignite shall be done by independent third party engaged by Owner at its own cost. | As per RFP (Please check Annexure 4). |
| 143. | Pg 27 | Chemicals (like NaOH, HCl, NaOCl, etc) - Procurement, Coordination, Receipt, Quality Inspection /Testing, Storage, Utilization, Waste Disposal till designated location, Accounting & Reporting | Bidder understands that Waste disposal is within plant premises. Please confirm. | As per RFP. |
| 144. | Pg 27 | Oil and lubricants for Plant operations - Procurement, Coordination, Receipt, Quality Inspection /Testing, Storage, Utilization, Waste Disposal of Oil & Lubricant till designated location, Accounting & Reporting | Bidder understands that Waste disposal is within plant premises. Please confirm. | As per RFP. |
| 145. | Pg 27 | Chemical laboratory instruments, equipment, and chemicals - Also, if required outside testing and calibration is in successful bidder's scope. | O&M Operator scope shall be limited to upkeep of laboratory instruments and however, if any lab instruments required as per site requirements the same shall be provided by Owner. | As per RFP. |
| 146. | Pg 28 | Electrical and Instrumentation Lab along with instruments and equipment – Facilitate additional site testing instruments and equipment's for site on time bound manner as and when required. In case of damage or theft of the any of the facility provided by Owner the same shall be procured and replaced by Successful Bidder with reputed Owner's approved make /model. | O&M Operator scope shall be limited to upkeep of laboratory instruments and however, if any lab instruments required as per site requirements the same shall be provided by Owner. | As per RFP. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|---|---|---|
| 147. | Pg 28 | Security, surveillance, CCTV: Provide Security incharge, available equipment, facility, and necessary guidelines. Responsible to maintain, monitor and upkeep the resources. Responsible for security of entire Plant as per Owner's guidelines including gatekeeping, store security, equipment security etc. | It is requested to descope the services of Security, Surveillance, and CCTV from the Bidder/O&M Operator, as the asset responsibility lies with the Owner. The O&M Operator shall only be responsible for the O&M of the power plant as per agreed KPIs/ deliverables. | As clarified in Sr. No. 53 above. |
| 148. | Pg 29 | Safety (safety equipment, protocols, personnels, SOPs) - All items are in Successful Bidder's scope including system and guideline changes as per Owner guidelines and standards. | Kindly share the guidelines / PPE matrix for GMDC. | Bidder is required to assess and quote accordingly. |
| 149. | Pg 29 | Firefighting equipment and fire system Operation, Maintenance, and upkeep of complete Fire system is in the scope of Successful Bidder which includes Fire Extinguishers, Fire Hydrants, Fire Monitors, Fire Hose/Hose Box, Fire Buckets, Fire Alarm system, IR detectors, Transformer fire protection system, Generator CO2 flooding system, DV system. etc. with required OEM services and any other services needed for fire system. - | Kindly confirm that Fire hoses / hose box , fire extinguishers shall be provided by Owner. Further, O&M operator will take help of expertise inhouse manpower / expert agency for maintenance of fire system and will have no obligation to call OEM until actually required both in view of Owner & O&M operator. | As per RFP. |
| 150. | Pg 29 | Statutory clearances/ License/ Permits from state, central authorities - All the Statutory approval /Renewal of license of the Plant /systems are in the scope of Successful Bidder including fee/ providing all required data/ drawings/documents/ reports for approvals as required with submission of forms, reports, analysis, etc to statutory authority. | All the statutory fees shall be reimbursed to O&M Operator after submission of proof. O&M operator will support Owner with necessary documentation for obtaining permits required by Owner. However, O&M operator will be responsible for obtaining permits in purview of O&M operator. Kindly issue necessary amendment accordingly. | As clarified in Sr. No. 48 above. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|--|--|---|
| 151. | Pg 29 | Startup power and backup power - Resuming power, distribution & coordination with all load centers and GUVNL grid sub-station (GSS) end, will be in the Successful Bidder's scope. Maintenance of EDG sets diesel firefighting pumps including fuel for the same shall be in the scope of the Successful Bidders. | Please clarify the scope of supply of diesel for EDG sets & diesel operated firefighting pumps provided by Owner. It is understood that Owner will provide the same. Kindly confirm. | Supply of diesel under scope of Successful Bidder. |
| 152. | Pg 30 | Sewage and wastewater discharge (from CT, boiler blow down, water treatment) – Dispose the Plant sewage and wastewater (from all sources) in mutually agreed location. Coordinate with Plant and arrange for required logistics. Handle and dispose of wastewater as per guidelines decided. | Bidder understands that the disposal is within plant premises. Please confirm. Please clarify/elaborate on the requirement of "required logistics". | Bidder is required to assess and quote accordingly. |
| 153. | Pg 30 | Fly Ash/ Bottom Ash Disposal - Entire scope including Inspection, loading & dispatch of ash disposal vehicles (dumpers, trucks), disposal within plant and outside plant including ash transportation, sale of ash as per guidelines. Transfer and recycling of wet fly ash as per guidelines. Shifting bottom ash from conveyor to yard. Bottom ash yard management with regular reporting. Equipment management for this purpose | Bidder understands that "Ash transportation, sale of ash as per guidelines" is in Owner purview. O&M operator is responsible for loading of ash in dumpers / trucks arranged by owner. | As clarified in Sr No. 4 and 5 above. |
| 154. | Pg 30 | Used oil/ lubricant disposal - Segregation, shifting, storage, disposal of waste oil/ lubricants as per guidelines | Bidder understands that Waste disposal is within plant premises. Please confirm. | As per RFP. |
| 155. | Pg 30 | Annual shutdown / Major overhauling of BTG, ESP - Annual shutdown maintenances and overhauls as per Owner's guidelines and any other maintenance as specified by Owner or OEM. | Requesting Owner to share the tentative plan, scope of work for annual shutdown / major overhauls for the contract tenure. | Bidder is required to assess and quote accordingly. |
| 156. | Pg 30 | External services/ Existing contracts - Successful Bidder must comply to Owner's existing/ external contracts as per necessary terms and conditions after mutual discussion | Requesting Owner to share list for such external agencies with are mandatory and job allocated to such agencies with other relevant details for proper cost estimation. | Bidder is required to assess and quote accordingly. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|---|--|--|
| 157. | Pg 31 | Modification/ upgradation in systems/ Plant/ equipment - Implement/ carry out all necessary modifications, upgradations as per Owner's guidelines. | O&M operator will carry out any modification / upgradations possible with existing resources as per the contract. Any modification needs additional resources shall be compensated on a mutually agreed amount. | As clarified in Sr. No. 17 above. |
| 158. | Pg 31 | Major modification/ capex installation - Identify capex requirements along with the Owner, providing proper reasoning for modification / installation. Implement/ carry out all necessary modifications, upgradations as per Owner's guidelines, post Owner's approval | Being O&M operator , bidder will suggest necessary major modification / capex installations / upgradations if required. Implementation and cost for the same shall be mutually discussed separately. | As clarified in Sr. No. 58 above. |
| 159. | Pg 31 | j) The Successful Bidder shall return all handed over spares, consumables, equipment, and systems at the end of the Contract Period. | The left-out stock of consumables, spare and equipment owned by Owner shall be handed over to Owner at the end of the Contract Period. However, the tools & tackles and assets as provided by Bidder/O&M Operator shall be taken out by O&M Operator after completion of term of contract. Kindly confirm. | As per RFP. |
| 160. | Pg 32 | The Owner will arrange for the accommodation and food and beverage requirements of the Successful Bidder at the plant for the key personnel of the Successful Bidder deployed on ground to oversee the execution of work, on chargeable basis and on the basis of availability of accommodation. The Successful Bidder shall ensure that the personnel are available at the plant for the entire duration of term of contract and shall take requisite consent from the Owner with prior intimation through a | Requesting owner to confirm how many accommodations can be provided by Owner and cost implication for the same to enable bidder for proper estimation. | As clarified in Sr. No. 60 above. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|---|--|--|
| | | Written Notice in case of any changes in availability of Personnel. | | |
| 161. | | Transition or Takeover Phase: The Successful Bidder shall provide all the services required during the Takeover Phase including but not limited to: a) Operating and maintaining the Plant along with the Existing O&M Contractor during Takeover Phase, including mobilization of staff and resources b) Taking over of the Plant including tools & tackles, spares, materials, drawings, documents, manuals, reports, operation & maintenance records etc. from the Existing O&M Contractor or Owner during Takeover Phase. | Bidder understands that OEM supplied special tools and tackles will be handed over by owner to O&M operator, O&M operator to upkeep the same and return after completion of contract tenure. Taking over tools and tackles of existing O&M contractor shall be at discretion of bidder. | As per RFP. |
| 162. | Pg 36 | Submit quality assurance reports for all spares procured. | Since Spares to be procured by Owner, O&M operator can undertake physical inspection of material at site only. | As clarified in Sr. No. 43 above. |
| 163. | Pg 37 | Plant Availability Factor (PAF) ¹ | Bidder request to provide the basis of required 77% availability and the guaranteed availability shall be subject to demonstration of Unit capacity by Owner. Bidder request to keep incentive at par with LD. Bidder request to change Incentive as 1% of annual O&M fee for every 1% increase in availability beyond 77% | As per RFP. |
| 164. | Pg 37 | Station Heat Rate (SHR) ^{*1} | Values must be demonstrated by Owner by conducting a PG test. Bonus should be paid if SHR is reduced further to the guaranteed value with the same rate as for LD. Further requesting owner to | As per RFP in conjecture with Sr. No. 3 above. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|---|---|--|
| | | | allow corrections for loading factor, lower grade GCV and Moisture as per CERC regulations and prudent industrial practice. | |
| 165. | Pg 38 | Auxiliary Power Consumption (APC)* ¹ | <p>Values must be demonstrated by Owner by conducting a PG test. Bonus should be paid if APC is reduced than the guaranteed value with the same rate as for LD.</p> <p>Corrections for loading factor, start up's not attributable to O&M operator to be considered for calculations.</p> | As per RFP. |
| 166. | Pg 38 | Secondary Fuel Oil Consumption (SFOC) | Bidder request to share data of past 3 years for SOC also bidder request to consider bonus if SOC reduced than guarantee value. Further SOC be deemed for reasons not attributable to O&M operator. | Bidder is required to assess and quote accordingly and as per RFP. |
| 167. | Pg 38 | In-Plant Lignite Quality Losses | As per CERC (Central Electricity Regulatory Commission) regulations, coal losses attributed to environmental factors are typically considered for compensation. These losses could arise from factors such as natural deterioration, degradation, or spoilage of coal due to environmental conditions like rain, wind, and humidity. Compensation is being considered for such losses aims to ensure fairness and equitable | As per RFP. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|--|---|--|
| | | | <p>treatment for power plant operators, considering factors beyond their control that affect coal quality and quantity.</p> <p>As per CERC regulations, storage loss of 85 kcal/kg shall be allowed and the same shall not be attributable to O&M Operator.</p> | |
| 168. | Pg 38 | Spares Inventory Management | <p>Spares procurement is to be done by Owner.</p> <p>However, O&M operator shall support in inventory management. LD shall only be applicable for the reasons solely attributable to O&M operator.</p> | As clarified in Sr. No. 43 above. |
| 169. | Pg 38 | Preventive Maintenance (PM) compliance | <p>O&M operator may ask for deviation in PM schedule with proper justifications and LD shall only be applicable for the reasons solely attributable to O&M operator.</p> | As per RFP. |
| 170. | | DSM charges (Deviation Settlement Mechanism Charges) | <p>DSM charges including Incentives and Penalties shall not be applicable to O&M operator.</p> | As per RFP. |
| 171. | Pg 39 | <p>In case the actual values are not recovered at the base threshold value (base threshold values - PAF \geq 77%, SHR, \leq 2700 kcal / kWh, APC \leq 11%) even in the next quarter as mentioned in the point above, the performance security will be seized.</p> | <p>1. The values should be demonstrated before setting the target.</p> <p>2. Since, Performance LD are fixed and will be imposed on monthly basis. O&M operator request to remove the clause.</p> | As per RFP in conjecture with Sr. No. 2 above. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|--|---|--|
| | | | 3. Bidder cannot accept the condition for seizing performance bank guarantee. | |
| 172. | Pg 39 | In case any of the values of PAF, SHR and APC are <= 70%, >=2800 kcal / kWh and >=13% respectively cumulatively for a year, GMDC will have the right to terminate the contract immediately (the Successful Bidder will have to pay LDs as well for the year as per the table above). | 1. The values should be demonstrated before setting the target. 2. In case if the values are not achieved, the same shall be discussed mutually for non achievement. If reasons for not achieving the targets are solely attributable to O&M operator, Owner should give a curing period beyond which termination clause can trigger. | As per RFP in conjecture with Sr. No. 2 above. |
| 173. | Pg 40 | 1. All liabilities due from the Successful Bidder arising out of the shortfall of performance levels mentioned under Section 7, as per the liquidated damages defined in Section 7.1, shall be restricted to a maximum of 20% of the Lumpsum Charges for Operations and Maintenance Package as defined in Section 8.1 of Part 2 of this document | Bidder request to cap all the liabilities to 10% of annual contract fee and issue necessary amendments. | As clarified in Sr. No. 18 above. |
| 174. | Pg 41 | An ad-hoc payment @ 80% of the payable amount arrived after considering above deduction, will be paid by office of the G.M. [Power Project], within 30 days of submission of the invoice along with its details. | Bidder request to make 90% Adhoc payment and remaining 10% after submission of all documents and adjusting LD's. | As per RFP. |
| 175. | Pg 41 | The invoice shall then be sent to GMDC's Corporate Office at Ahmedabad for verification, auditing and approval. Balance 20% payable amount of Running account invoices shall become payable by Project within two weeks of the receipt of the approved invoice from Corporate Office | | |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|--|---|--|
| 176. | Pg 42 | iv) Cost of any services provide/ material supplied plus 15 % administrative charges (if any) by GMDC. | The Owner shall not consider de-scoping of some/total services & consideration of 15% administrative charges unilaterally. | As per RFP. |
| 177. | Pg 43 / 49 | <p>Limitation of Liability</p> <p>i) Whether expressed or implied, in no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence) strict liability or otherwise, shall either Party be liable to the other for loss of contract, loss of profit or revenue, loss of use, loss of data or information, loss of power, cost of replacement power, increased cost of operation and cost of capital or for any indirect, special, collateral, or consequential damages</p> <p>ii) The aggregate liability of the Successful Bidder to the Owner, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Value, provided that this limitation shall not apply to any obligation of the Successful Bidder to indemnify the Owner with respect to patent infringement.</p> | <p>It is requested to consider Limitation of Liability clause as below</p> <p>Limitation of Liability</p> <p>i) Whether expressed or implied, in no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence) strict liability or otherwise, shall either Party be liable to the other for loss of contract, loss of profit or revenue, loss of use, loss of data or information, loss of power, cost of replacement power, increased cost of operation and cost of capital or for any indirect, special, collateral, or consequential damages</p> <p>ii) The aggregate liability of the Successful Bidder to the Owner, whether under the Contract, in tort or otherwise, shall not exceed the 10% of annual Contract Value, provided that this limitation shall not apply to any obligation of the Successful Bidder to indemnify the Owner with respect to patent infringement.</p> | As clarified in Sr No. 20 above. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|--|---|--|
| 178. | Pg 43 | <p>Claims for losses/damages.</p> <p>1. Successful Bidder/Sub-Contractor shall make all claims with the underwriter/s and undertake all formalities/step required for settlement of claims.</p> <p>2. Successful Bidder/Sub-Contractor shall hold harmless the Owner for non-settlement/ short settlement/part settlement or repudiation of claims by the underwriter/s.</p> <p>3. Successful Bidder shall be obliged to replace/ repair the Equipment/ components/parts/ spares etc., without waiting for loss settlement by the underwriter/s.</p> | <p>It is requested to delete this clause, as the bidder/O&M Operator shall not guarantee / take obligations for unlimited liabilities.</p> | <p>As per RFP.</p> |
| 179. | Pg 43 | <p>Non fulfilment of terms and conditions and Termination of Contract:</p> <p>If at any time during the currency of this contract, if any breach occurs due to the reasons attributed to the Successful Bidder, the Owner shall be at liberty to terminate this contract without assigning any reasons, whatsoever, for such termination and any losses and/or damages occurring due to such termination shall be borne by the Successful Bidder.</p> | <p>It is requested the Termination to add clause of Owner's as Default below Each of the following events, unless occurring as a result of a breach by the O&M Operator its of obligations under this O&M Agreement or a Force Majeure Event, shall constitute an Owner Event of Default:</p> <p>a) failure by the Owner to pay to the O&M Operator any Invoice due and payable under this O&M Agreement that continues unpaid for a period of Forty-five (45) days or more from the due date for such payment without any substantial reason was due; provided that the Owner has received written notice of such default from the O&M Operator; or</p> <p>b) any Bankruptcy or insolvency of the Owner;</p> | <p>As per RFP.</p> |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|--------------------|---|--|
| | | | <p>provided, that in the case of involuntary bankruptcy proceedings, the Owner shall have a [Sixty (60)] day cure period after the commencement of such proceedings</p> <p>c) a Force Majeure Event (including the effects thereof) affecting the Owner continue in effect for a continuous period of one hundred and eighty (180) days or more or continue in effect in the aggregate for one hundred and eighty (180) days or more during any period of three hundred and sixty (360) days;</p> | |
| 180. | | Termination clause | <p>It is to requested add the following Termination Clause "Termination without Default Either Party reserves the right to terminate the agreement at any time, without assigning any reason, by giving a notice of 3 (Three) months. The O&M Operator shall stop the performance of the Agreement from the date of termination and shall hand over all the drawings/documents and demobilize the site as per mutually agreed timelines. The Owner shall pay to the O&M Operator the cost incurred by O&M Operator till the last date of supported services duly the with</p> | As per RFP. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|--|---|--|
| | | | documents. No damages consequential be shall payable by either party in the event of such termination". | |
| 181. | Pg 52 | Bids shall remain valid for a period of not less than 180 (one hundred and eighty) days from the Bid submission date (described as 'Bid Validity Period'). The Bid shall be considered non-responsive if such Bid is valid for a period less than the Bid Validity Period. | It is requested to consider correction as below "Bids shall remain valid for a period of not less than 180 (one hundred and eighty) days from the Bid submission date (described as 'Bid Validity Period'). The Bid shall be considered non-responsive if such Bid is valid for a period less than the Bid Validity Period." | As per RFP. |
| 182. | Pg 53 | An amount of INR 7.25 Cr shall be approved as EMD from the banks approved by Government of Gujarat except cooperative banks, in favor of "Gujarat Mineral Development Corporation Ltd." The list of approved banks has been listed in Annexure 19. | The EMD amount is significantly high compared with the scope of services. As per industry standards, it should be approx. 1% of total contract value. Hence, it is requested to review the same and revise accordingly. Further, it is requested to exempt EMD in case of bidder is a PSU/ Joint venture company of any PSU. | As per RFP. |

| | | | | |
|------|-----|--|---|-------------|
| 183. | 5.2 | <p>Technical Score The Technical Bids of Bidders meeting pre qualification criteria shall be considered for evaluation and assignment of technical scores. The technical evaluation will be conducted in two steps, evaluation of technical Bids and evaluation of technical presentation. The Technical Score (TeS) will be computed as the sum of the scores in technical Bid and technical presentation.</p> <p>5.2.2. Technical Presentation: The Technical Bid will be accompanied by a Technical Presentation to the Bid evaluation committee. Bidders shall prepare a presentation in PPT format and will be evaluated along the parameters detailed below. The Bidder shall, therefore, ensure appropriate details are incorporated in the presentation to be evaluated comprehensively.</p> | <p>As per the bid documents, it is indicated that technical qualifications will be evaluated with a weightage of 70%, while cost considerations will be allocated a 30% weightage. While we understand the importance of assessing technical capabilities, we believe that the proposed weighting system may not be conducive to a fair and meaningful evaluation process.</p> <p>The long-term success and performance of the contract depend not only on technical proficiency but also on cost effectiveness and efficient management of resources especially in the comprehensive O&M Contracts. Assigning a 30% weightage to cost may undervalue its importance in ensuring the sustainability and profitability of the Contract over its lifecycle which will directly affects plant performance during the performance of contract. The technical presentation, which carries a weightage of 40 in the technical is score, subjective/discretionary in nature. It is requested to consider the technical score and presentation solely for technical evaluation purposes. This would enable a more comprehensive assessment of technical capabilities without conflating them with cost considerations Hence, we request GMDC to consider a separate Technical QR process/evaluation</p> | As per RFP. |
|------|-----|--|---|-------------|

| | | | | |
|--|--|--|---|--|
| | | | <p>for shortlisting technically qualified bidders. The price of bids technically qualified bidders may then be opened, and the most competitive price among the quoted rates of technically qualified bidders shall be considered for awarding the contract. This approach is preferable over the considering weightage of technical and price bids, which is not the right approach for ensuring a comprehensive contract.</p> | |
|--|--|--|---|--|

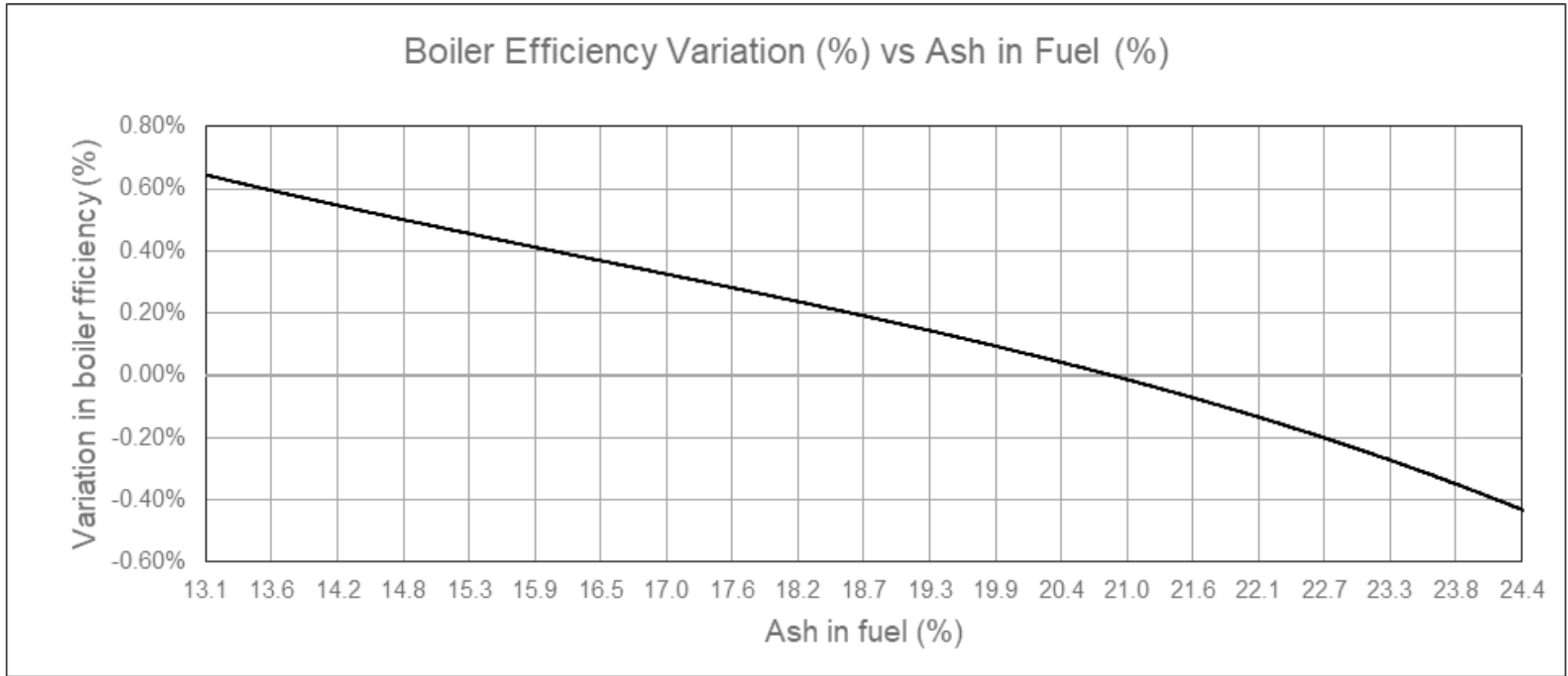
| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|----------------------|--------------------------------------|--|---|
| 184. | Pg 60 & 61 | 5.2.1 Technical bid scoring criteria | <p>While we request GMDC to consider separate technical and commercial evaluations, we also kindly GMDC ask correct the following regd technical evaluation criteria mentioned the in tender/RFP.</p> <p>The thresholds mentioned and the maximum score do not match, resulting in a subtotal of 82 instead of 100, as per the tender criteria. Please correct the same and also it is requested to the consider following changes in the criteria.</p> <ul style="list-style-type: none"> • Experience of O&M of a CFBC boiler in India or abroad. <p><u>Bidders Remark:</u> Since very few CFBC plants are in operation in India, and even fewer have outsourced comprehensive O&M, it is requested to remove this condition as it would not provide a fair comparison when evaluating the expertise of bidders.</p> <ul style="list-style-type: none"> • Experience of working with any central/ state/ or PSUs organization <p><u>Bidders Remark:</u> It is understood that any experience of working with any or central/state/ PSUs organization (not limited only to O&M) will be considered. Please confirm.</p> | Modified scoring system for evaluation of score of the Bidder's Technical Bid is present in Annexure 3 below. |

| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|--|--|--|--|
| | | | <ul style="list-style-type: none"> • Number of years of experience in O&M services for coal or lignite based thermal power Plants <p>Bidders Remark: It is requested to consider no. of years of experience in O&M, R&M of power plants.</p> <ul style="list-style-type: none"> • Experience of working as O&M service provider or in house O&M capability in Gujarat state <p>Bidders Remark: It is requested to consider the experience of as a working service provider/contractor (O&M/R&M/Power plant services) in any of the power plants in Gujarat State, as very few power plants have outsourced their O&M contracts in Gujarat. this Otherwise, condition will restrict experienced O&M contractors who are executing contracts in other states</p> | |
| 185. | Annexure 4: KPI definitions, formula, and calculations | <p>Auxiliary Power Consumption (APC)</p> <p>Formula:</p> $APC = \sum_{i=1}^N \frac{(GE_i - E_i + I_i - C_c)}{GE_i - C_c} * 100 (\%)$ | | <p>Modified formula for calculation of APC</p> $APC = \sum_{i=1}^N \frac{(GE_i - E_i + I_i - C_c)}{GE_i} * 100 (\%)$ |
| 186. | Pg 15 | <p>“Lumpsum Charges for Operations and Maintenance Package” shall mean the comprehensive operations and maintenance charges payable by the Owner to the Bidder in respect of execution of all the services and supply of spares as indicated in Section 3 of Part 2 in this document.</p> | | <p>“Lumpsum Charges for Operations and Maintenance Package” shall mean the comprehensive operations and maintenance charges payable by the Owner to the Bidder in respect of execution of all the services as indicated in Section 3 of Part 2 in this document, excluding cost of all spares, cost of ash transportation outside of the plant and cost of manpower for overhaul supervision.</p> |

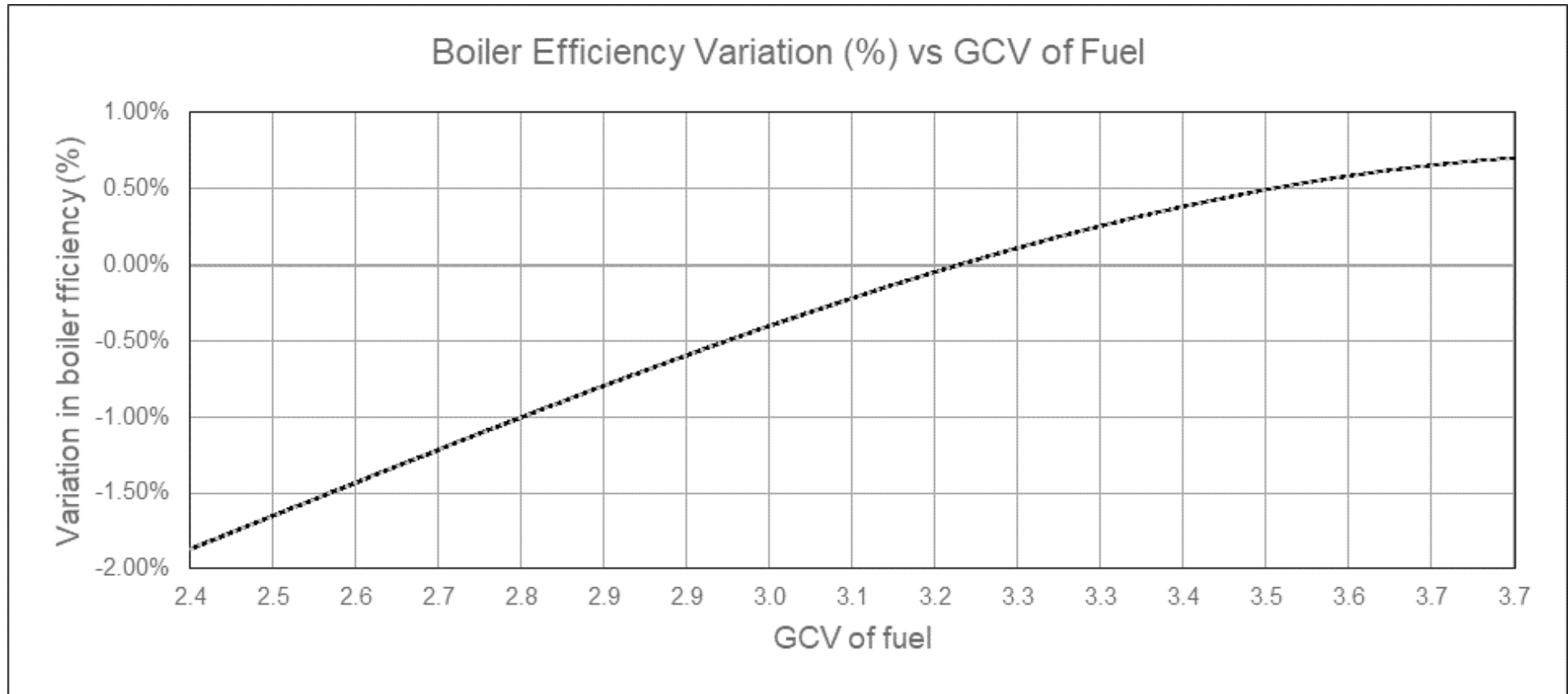
| Sr. No. | Clause No./ Page No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|--|-------------|------------------------------|--|
| | | | | <p>The cost of transportation of the ash outside the plant, spares and manpower for overhaul supervision will not be a part of the lumpsum O&M charges or the financial scoring. However, the Bidders are required to provide the cost of ash transportation outside of the plant and cost of manpower for overhaul supervision separately as part of the modified price bid in Annexure 2 below. For spares, please refer to Sr No. 43 above.</p> |
| 187. | 1.6 Schedule of Bidding (Part 3 Instructions to Bidders) | | | <p>Modified timelines for Schedule of Bidding is present in Annexure 4 below.</p> |

Annexure 1: SHR curves

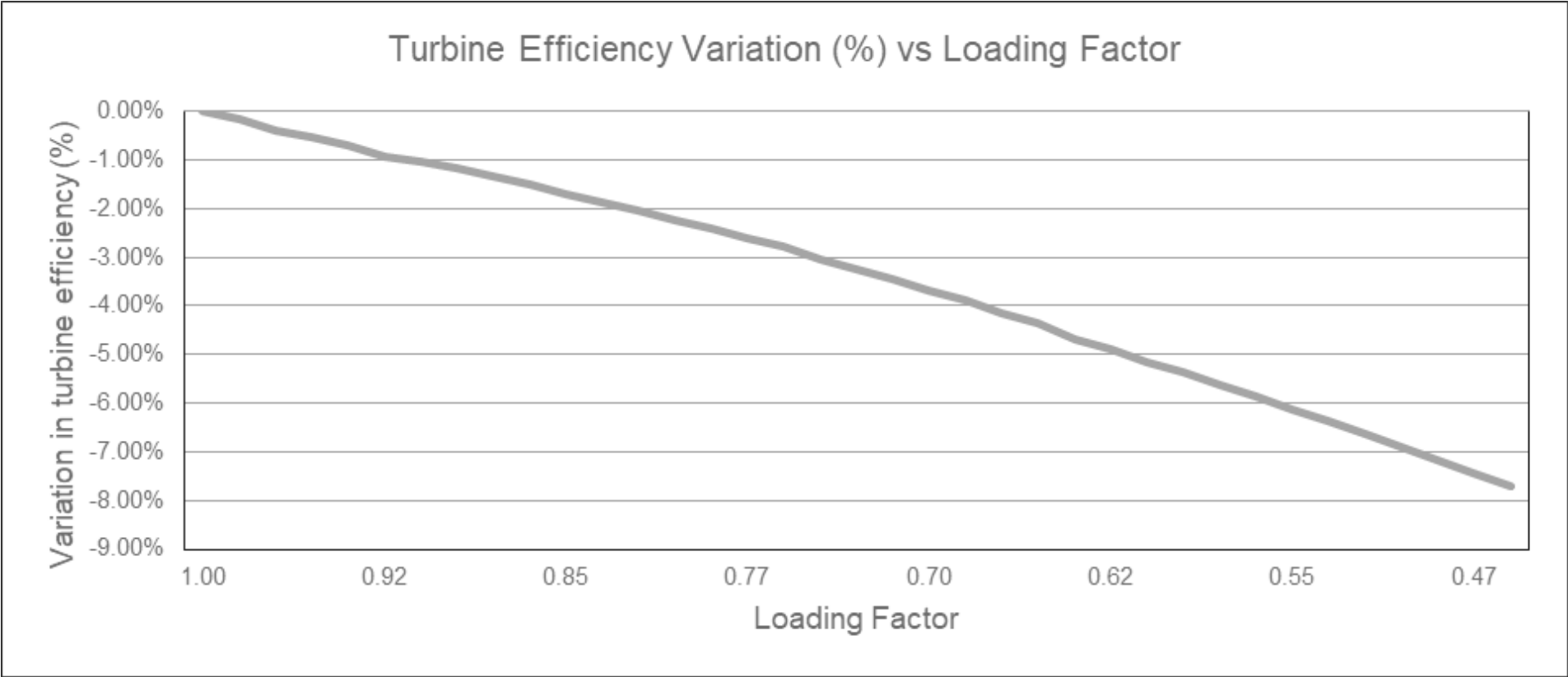
1. Boiler Efficiency Variation (%) vs Ash in Fuel (%)



2. Boiler Efficiency Variation (%) vs GCV of Fuel



3. Turbine Efficiency Variation (%) vs Loading Factor



Annexure 2: Indicative format of Price bid

(This is indicative format for Bidder's reference only. The PRICE PROPOSAL SHOULD BE SUBMITTED ONLINE ONLY at designated places through <https://gmdctender.nprocure.com/>. Price Bid should not be submitted in hard copy and or placed with Technical Bid. Prices submitted in hard copy and or placed with Technical Bid shall result in outright rejection of Bid)

Dated:

To,

General Manager (Power),
Gujarat Mineral Development Corporation Ltd
Khanij Bhavan,
132-Ring Road, Gujarat University Ground, Vastrapur,
Ahmedabad - 380052

Subject: Price Bid for Request for Proposal (RFP) for Comprehensive Operations and Maintenance Partner for GMDC's 250 (2x125) MW Akrimota Thermal Power Station (ATPS), Gujarat

Dear Sir,

After thoroughly reading and accepting the RFP terms, understanding the requirements, and scope of work under this RFP, and its terms and conditions, we hereby agree to provide our services at the following rates:

| Description | | Total Amount (in INR, excl. GST) |
|--|---|----------------------------------|
| Lumpsum O&M charges for 1 st Year | A | |

| Description | | % |
|---|---|---|
| Annual Escalation Rate applicable for remaining years | B | |

Note:

The Bidder to quote charges inclusive of all other taxes except applicable GST. Applicable GST, over and above approved Lumpsum Charges for Operations and Maintenance Package, at the time of invoicing shall be reimbursed by GMDC. The risk of applicability of any taxes, duties, and levies except GST, shall rest with the Bidder.

Annual escalation rate quoted by the bidder for the remaining years will be applicable on the lumpsum O&M charges for 1st Year (A) as per the following methodology:

$C = \text{Lumpsum O\&M charges for 2nd Year} = A * (1+B\%)$

$D = \text{Lumpsum O\&M charges for 3rd Year} = C * (1+B\%)$

$\text{Lumpsum charges for 3 years} = A + C + D$

GMDC shall be entitled to deduct tax at source as may be applicable. The TDS certificate(s) shall be submitted as per the due date specified in the Income Tax Act.

Each Bidder must quote their rates after through reading of this RFP document and estimates of its cost through detailed due diligence of the Plant, statutory laws/regulations. GMDC reserves right to seek any clarifications regarding price quoted from Bidders before any decisions.

Please quote for the following as well

Cost of Transportation of ash outside plant

| Description* | UOM | Amount (in INR, excl. GST) |
|---|-----------------------|----------------------------|
| Cost of transportation of ash outside plant | Per ton per km (PTPK) | |

| Description* | UOM | Please mention |
|---|---------------|----------------|
| Specific diesel consumption for transportation of ash outside plant | litre / tonne | |

*Approximately 60000 – 300000 tonnes of ash need to be transported per annum.

Monthly manpower cost for supervision during overhaul

| Description* | UOM | Amount (in INR, excl. GST) |
|---|-----|----------------------------|
| Monthly manpower cost for supervision during overhaul | INR | |

*Team of minimum 6 personnel required for supervision during overhaul of ATPS. Estimated time period for supervision during overhaul is for 3 months - actual manpower cost to be paid on pro-rata basis depending on actual number of days spent in supervision. Start-date and actual time period of deployment will be notified to the Successful Bidder by Owner 15 days in advance. Minimum personnel list can be found below –

- Technical Expert for Boiler & ESP package
- Technical Expert for Turbine package
- Technical Expert for Balance of Plant (BOP) package
- Functional expert for C&I
- Functional expert for Electrical Maintenance
- Functional expert for Mechanical Maintenance

Annexure 3: Technical Bid

The score of the Bidder's Technical Bid shall be evaluated as per the scoring system detailed below.

| Category | Criteria | Thresholds | Max Score | Verification |
|---|--|--|-----------|--|
| Prior Experience (25 marks) | Cumulative O&M projects for coal or lignite based thermal power Plant in terms of MW | 5 points - \geq 1000 MW 4 points - \geq 800 MW 3 points - \geq 600 MW 2 points - \geq 400 MW 1 point - \geq 200 MW 0 points - $<$ 200 MW | 5 | Documentary evidence including relevant portions of the work order / Contract with completion certificate for contracts undertaken (Annexure 8 of RFP) |
| | Number of O&M projects for coal or lignite based thermal power Plant | 5 points - \geq 5 projects 4 points - 4 projects 3 points - 3 projects 2 points - 2 projects 1 point - 1 project 0 - no projects | 5 | |
| | Experience of O&M of a CFBC boiler in India or abroad | 5 points - Yes 0 points - No | 5 | |
| | Experience of working with any central/ state/ or PSUs organization | 5 points - Yes 0 points - No | 5 | |
| | Number of years of experience in O&M services for coal or lignite based thermal power Plants | 5 points - \geq 5 years 4 points - \geq 4 years 3 points - \geq 3 years 2 points - \geq 2 years 1 point - \geq 1 years 0 points - $<$ 1 years | 5 | |
| Regional Logistics Capabilities (5 marks) | Experience of working as O&M service provider or in house O&M capability in Gujarat state | 5 points - Yes 0 points - No | 5 | |

| | | | | |
|---|--|---|------------|---|
| Workforce Capabilities (30 marks) | Number of employees and or sub-contracted workforce for O&M services in a single thermal power Plant project | 3 points - >=500 employees 2 points - >=200 employees and <500 employees 1 point - <200 employees | 3 | Self-declaration of workforce capabilities (Annexure 9 of RFP) Self-declaration of workforce capabilities (Annexure 9 of RFP) ¹ |
| | Plant Head as mentioned in Annexure 5 | >=20 years' exp. – 5 >=15 years' exp. and <20 years' exp. – 3 <15 years' exp. – 0 | 5 | |
| | Managers as mentioned in Annexure 5 | >=10 years' exp. – 2 (per function as mentioned in Annexure 5) >=8 years' exp. and <10 years' exp. – 1 (per function as mentioned in Annexure 5) <8 years' exp. – 0 (per function as mentioned in Annexure 5) | 8 | |
| | In-Charges as mentioned in Annexure 5 | >=10 years' exp. – 2 (per function as mentioned in Annexure 5) >=8 years' exp. and <10 years' exp. – 1 (per function as mentioned in Annexure 5) <8 years' exp. – 0 (per function as mentioned in Annexure 5) | 14 | |
| Technical presentation (40 marks) | As per parameters defined in Section 5.2.2 | As per scores defined in section 5.2.2 of the RFP | 40 | |
| | | Total | 100 | |

¹ CVs to be submitted for the key personnel mentioned in the table below; key personnel to be deployed for the contract basis the CVs submitted.

All key personnel will be interviewed by the Owner and approved; Any replacement of key personnel (whose CV has been originally submitted) by equivalent member (whose CV has not been originally submitted) should be interviewed and approved by the Owner.

Annexure 4: Schedule of Bidding

The key activities and timelines for the Bidding process have been detailed below. While GMDC shall endeavor to adhere to the timelines, it is subject to approvals and other external contingencies.

| Category | Activity | Schedule (as per Corrigendum I) | Revised Schedule |
|--------------------------------------|---|--|---|
| RFP release | Issuance of Bid package to Bidders | RFP shall be available from 13 th March 2024 from the website http://www.gmdcltd.com and https://gmdctender.nprocure.com/ | RFP shall be available from 13 th March 2024 from the website http://www.gmdcltd.com and https://gmdctender.nprocure.com/ |
| Bid queries | Deadline for receiving queries from Bidder | Bidders may send their queries by 12 th April 2024 up to 1700 hrs. on the following e-mail ID: assharma@gmdcltd.co.in , mpingrodiya@gmdcltd.co.in | Bidders may send their queries by 12 th April 2024 up to 1700 hrs. on the following e-mail ID: assharma@gmdcltd.co.in , mpingrodiya@gmdcltd.co.in |
| | Pre-Bid meeting | The pre-Bid meeting shall be held at 1100 hrs. on 23 rd April 2024 at the following address: Gujarat Mineral Development Corporation Ltd Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052 | The pre-Bid meeting shall be held at 1100 hrs. on 23 rd April 2024 at the following address: Gujarat Mineral Development Corporation Ltd Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052 |
| Bid submission and evaluation | Online submission of Price Bid | Bidders shall submit their Price Bids online on https://gmdctender.nprocure.com/ on or before 22 nd May 2024 up to 1800 hrs. | Bidders shall submit their Price Bids online on https://gmdctender.nprocure.com/ on or before 21st June 2024 up to 1800 hrs. |
| | Submission of Technical Bid (hard copy), RFP Processing Fee and EMD in person | Bidders shall submit their Technical Bids on or before 28 th May 2024 up to 1800 hrs. at the following address: Gujarat Mineral Development Corporation Ltd Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052 The Technical Bid, RFP Processing fee, and EMD shall be made by Speed Post / RPAD / Hand / Courier | Bidders shall submit their Technical Bids on or before 28th June 2024 up to 1800 hrs. at the following address: Gujarat Mineral Development Corporation Ltd Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad- 380052 The Technical Bid, RFP Processing fee, and EMD shall be made by Speed Post / RPAD / Hand / Courier |
| | Technical presentations by Bidders | To be informed to the Bidder in advance | To be informed to the Bidder in advance |

| Category | Activity | Schedule (as per Corrigendum I) | Revised Schedule |
|-------------------------|--|--|--|
| Vendor selection | Evaluation of Technical and Price Bids and selection of Vendor | To be informed to the Bidder after the Bid submission date | To be informed to the Bidder after the Bid submission date |