

Request for Proposal for

Boiler and ESP Package for Overhaul of GMDC's 2X125 MW Akrimota Thermal Power Station (ATPS), Gujarat

Answer to Pre-Bid Queries and Corrigendum – XI



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

Pre-Bid Meeting Date: 23rd August 2023

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Responses to pre-bid queries

| Sr. No. | Clause No. | Description | Pre-bid query/ Clarification | Response / Addendum / Corrigendum (If any) |
|---------|-------------------------------|---|---|---|
| 1 | Plan1: Auxiliary boiler | BS3059 PT-II Gr. 360 (SEAMLESS) | Deviation for changing the MOC to SA 210 Gr. A1. Considering availability and long delivery issues for BS 3059 PT- II Gr.360 Seamless material. | As per RFP |
| 2 | Plan 5: Cyclone refractory | Anchor for refractory & vortex | Detailed specifications for zone wise anchors required for correct estimation | Anchor specifications: 420 mm x 25 mm x 6 mm (Y type SS310 anchor) |
| 3 | | Anchor for furnace refractory | | Anchor specifications for inside furnace: Y type 60 mm |
| 4 | | Anchor for shell refractory | | Anchor specifications: 420 mm x 25 mm x 6 mm (Y type SS310 anchor) |
| 5 | | Brick lining for cyclone refractory | | No details / drawings available in the cloud folder for Mill Balls |
| 6 | Plan 7: Ducts | - | Paint specifications required | Paint specification: Anticorrosive Heat Resistant Paint to withstand 400 deg Temperature. With a minimum life of 5 years. |
| 7 | Plan 9: Hangers & supports | Internal pipe supports, External pipe supports, Soot blower, reheater, economizer drains Air & flue gas ducts Cyclone | Provided drawings / details not sufficient for estimation | Available drawings attached as part of Annexure 1 of this corrigendum. |

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|---------|-----------------------------|--|---|--|
| 8 | Plan 12: Lime dosing system | Procurement of mill ball | No details / drawings available in the cloud folder for Mill Balls | Mill ball specification: Solid round ball of size 40, 50, 60 mm MOC - Mn |
| | | (40 mm, 50 mm & 60 mm) | | |
| 9 | Plan 17: C&I | LDO tank - Diameter- 9 mtr, height-8 mtr, radar type; Make: Electrical Equipment Corporation | Clarify the requirement what type of equipment is required. | Successful Bidder shall install new level transmitter for given specification |
| | | HFO tank – dia 9 mtr, height 8 mtr, radar type | Clarify the requirement what type of equipment is required. | Successful Bidder shall install new level transmitter for given specification |
| 10 | Part 1 Clause 3.4 | It shall be the responsibility of the Successful Bidder to ensure the components / equipment / systems being supplied, refurbished / upgraded, or repaired / Overhauled are fully integrated with the existing equipment / systems to get safe, reliable, and sustained operations of the Plant. | We understand this contract is for one-to-one replacement / overhauling of the Boiler based on the inputs provided by GMDC. Though we will ensure that the equipment supplied, refurbished/ upgraded or repaired / overhauled are integrated with existing system; in case the other part of the system need some modification / adjustment clause 6.2 pf part 2 shall be applicable. | As per RFP |
| 11 | Part 2 Clause 1.1 | “Commencement Date” shall be the date 7 (seven) days from the date of signing of the LoA for services to be provided by the Bidder. | We understand that advance payment is payable within T+2 weeks on submission of performance security and item wise break-up. In case advance is not paid within T+2 weeks, "Commencement Date" shall be date of receipt of full advance payment. | As per RFP |
| 12 | Part 2 Clause 2.1 | The Owner reserves the right to increase or decrease the contractual work during the Contract period by giving prior notice in writing. Successful Bidder shall not be entitled to any compensation or indemnity on account of increase or decrease in the contractual work. | Bidder shall be compensated for the work executed / partly executed till the date of receipt of such notice. Bidder shall submit the proofs for such executed work. | As per RFP |

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| 13 | Part 2 Clause 2.1 | 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, contractor 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. | Noted. However, if the contract period is extended due to reasons not attributable to bidder / contractor the rate shall be renegotiated for the extended period. | As per RFP |
| 14 | Part 2 Clause 2.2 Corrigendum - I Annexure - 2 | Timelines table Revised timeline table is provided. | Best possible schedule acceptable to us is as below, kindly confirm for us to move forward: 1. Mobilization T + 6 weeks 2. Completion of supplies for Auxiliary Boiler T + 22 weeks 3 . Overhauling and commissioning of Auxiliary Boiler T + 28 weeks 4. Completion of supplies for both units for Boiler and ESP T + 48 weeks 5. Completion of pre-Overhauling activities for both units T + 36 weeks 6. Overhauling and commissioning of boilers across both units T + 60 weeks 7. Retrofitting of ESPs across both units T + 52 weeks 8. Completion of Performance Guarantee Testing for both units T + 68 weeks | Revised timelines for procurement and execution of Overhaul have been detailed in Annexure 3 of this Corrigendum. |

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| 15 | Part 2 Clause 3.1.1.6 | The Successful Bidder shall be responsible for necessary structural modifications including supply, fabrication, and erection of any new structure to support piping, equipment, and provision of any additional platform if required for access to new equipment, or any other structural modification works required for execution of the Overhaul to aid the completion of the works defined in Section 3.1.2 of this document. | Structural modification is considered to the extent work defined in section 3.1.2 of part 2 of RFQ. You will appreciate that unless areas of pressure parts, ducting, casing, or items to be replaced are defined; it's difficult for us to determine the quantum of structural modifications. Therefore any such work to be considered as Quantity variance as per Clause 5 of Part 2 and / or rate settlement mechanism as per clause 6 of part 2. | As per RFP |
| 16 | Part 2 Clause 3.1.1.7 | Cold setting and hot setting of the hangers | We understand that isometric drawings of entire piping and data sheets of hangers are available with GMDC and settings need to be done based on available data. We are not considering any Stress Analysis. | As per RFP |
| 17 | Part 2 Clause 3.1.1.8 | These items shall be specifically brought to the Plant solely for repair / Overhaul purpose and if no more needed for regular maintenance of the equipment, can however be taken back by the successful bidder after completion of the work at the plant. | Scaffolding material shall be taken back after completion of the work in all the cases. For regular maintenance GMDC need to procure separate set of scaffolding. | As per RFP |
| | Part 2 Clause 3.1.1.10 | The Successful Bidder shall arrange for welding rods of the following make only, as per IBR requirements, for welding of IBR lines. Copies of the approval certificates, obtained from the Director of Boiler, having validity for that batch of welding rods shall be furnished by the Successful Bidder to the PMC and the Owner, including the Manufacturer's test certificate indicating chemical composition and mechanical properties of the rods | Make of electrodes for SA213TP347H, T91, 253 MA, SS material welding is noted. Electrode make for CS, MS, SA210 Gr. A1, T11, T22 material are not given. Bidder shall follow make of electrode for welding of such material as per their approved make. For electrodes we will provide manufacturer's test certificate only. IBR certificate is not applicable. | Electrode make to be considered – ADOR/ ESAB/ L&T The Successful Bidder shall provide all relevant certificates for the electrodes. |

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|---------|---|--|--|---|
| 18 | Part 2 Clause 3.1.1.13 | The Successful Bidder shall also ensure safe disposal of sewage and other wastes, as necessary, to ensure safe and clean operations. | Such disposal shall be done within the plant boundary only. GMDC is requested to inform tentative distance between plant and designated disposal area. | Disposal will be done at approximately 1000 meters from Main plant. |
| 19 | Part 2 Clause 3.1.2.3 Category 1 | For component classified as Category "A" | Kindly clarify reference to "Category A". | Correction, 2 nd paragraph of Clause 3.1.2.3 to be read as follows: Category 1: Services required across key components to be undertaken as part of the Overhaul. Any additional services and procurement of associated material (i.e., not detailed as part of the Contract) for components classified as Category 1 identified during inspections post the initiation of the Overhaul, shall be notified to competent authority from the PMC and the Owner, and shall go through the 'Rate Settlement Mechanism', as detailed in Section 6 of Part 2 of this |

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|---------|---|---|---|--|
| | | | | document. |
| 20 | Part 2 Clause 5.1.3. & 5.1.1 | The quoted rates for all material / equipment / spares detailed in the BoQ in Annexure 2 shall remain the same irrespective of any variation in individual quantities | Accepted within original duration of the contract. In case such variation in quantities are arrived beyond original duration of the contract increase in price shall be applicable on mutually agreed terms. | As per RFP |
| 21 | Part 2 Clause 5.1.3 | The quantities given in the BoQ in Annexure 2 for Category 2 are tentative and may change to any extent (both on plus and minus side) | - Change in quantities on minus side are acceptable till the time, bidder has not started the procurement and/or fabrication activities. If such notice of reduction in quantities comes after the start of activities, GMDC shall compensate the bidder for cost incurred till such notice. - Change in quantities on plus side are acceptable with revised delivery schedule on mutually agreed basis. | As per RFP |
| 22 | Part 2 Clause 5.1.4 & 5.2.2 Corrigendum III S. No. 5 | Quantity variance shall be applicable on Category 2 items up to a limit of 15% (fifteen percent) of the lumpsum price for supply of material and lumpsum price of execution of Overhaul for Category 2 items / activities (both on plus and minus side) | Not Applicable. Since the quantities are derived by GMDC; we cannot comply to this clause. | As per RFP |
| 23 | Part 2 Clause 5 & 6 | - | Both these clauses shall be applicable on both Annexure - 2 and Annexure 3 i.e. for both Boiler and ESP. | As per RFP |
| 24 | Part 2 Clause 7.2 | The Successful Bidder shall adhere to the desired outcome parameters defined below in order to ensure successful completion of the Overhaul and obtain an 'Operation Acceptance Certificate' by the PMC. | We have noted your reply to this clause in Corrigendum - IV. Please note that its not even possible to provide justification of the deviation of achieved parameters wrt to set parameters, due to following reasons: | As per RFP |

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| | Corrigendum - IV S. No. 11 | <p>The Successful Bidder shall strive to demonstrate the performance of the Boilers for both units post completion of the Overhaul.</p> <p>In case of any deviation observed between the demonstrated performance and the outcomes for the parameters defined in Clause 7.2 of the RfP, the Successful Bidder shall provide a justification of the deviation through appropriate means like correction curves, fuel characteristics, or any other relevant material/ data, as required, to the Owner and the PMC.</p> | <p>1) Design is of other make. 2) This tender is for overhauling of Boiler on given BOQ basis. 3) Boiler is old and in operation from so many years.</p> <p>We can conduct test to record the various parameters as stated by you in said clause, however any reference to values of these parameters is not possible.</p> <p>Kindly change this clause to only demonstration.</p> | |
| 25 | Part 2 Clause 7.5 | - | In case tests could not be carried out due to any reasons not attributable to bidder; in that case test shall be considered deemed conducted and bidder shall be released from all obligations. | As per RFP |
| 26 | Part 2 Clause 9.1.1 | Liquidated damages: 0.5% of lumpsum price for Overhaul execution for every week of delay in completion of 'Overhaul Execution Plan' | we understand that liquidated damages shall be applicable on any delay in overall duration of the contract and not on delay in individual activity. Please confirm. | As per RFP |
| | Part 2 Clause 10.13 Corrigendum VI, S. No. 12 | At the end of the Defect Liability Period, the Successful Bidder liability ceases except for latent defects. The Successful Bidder's liability for latent defects warranty shall be limited to a period of eighteen (18) months from the end of Defect Liability Period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the Defect Liability Period | We understand that latent defect period of 18 months will start from the end of original defect liability period. Please confirm. | As per RFP |

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| 27 | Part 2 Clause 11.2 Corrigendum VI, Annexure - I | Timelines | - Timelines mentioned in last column of payment milestones has no relevance. Payment days shall be as mentioned against note 1 mentioned below the table on page 79 of 261. | Revised Payment Milestones (clause 11.2) for supply of material and overhaul execution defined in Annexure 2 of this corrigendum. |
| 28 | Part 2 Clause 11.2 Corrigendum VI, Annexure - I | Supply of Material: 25% (prorated) placement of PO's for procurement of Spares - T+10 Weeks | - 25% of Supply value shall be paid on submission of unpriced POs for major items. List of such items shall be mutually agreed upon. Total value of such mutually agreed items shall be not less than 50% of the total supply value. | Revised Payment Milestones (clause 11.2) for supply of material and overhaul execution defined in Annexure 2 of this corrigendum. |
| 29 | Part 2 Clause 11.2 Corrigendum VI, Annexure - I | Supply of Material: 55% (prorated) against Delivery of material on site with physical verification, certification, and sign-off by the PMC. Supply of Material: 5% on Completion of defect liability (warranty period) | We cannot agree for any payment beyond STC. Therefore, we propose to merge last 5% payment along with 55% against delivery of material. i.e., 55% to be read as 60%. | Revised Payment Milestones (clause 11.2) for supply of material and overhaul execution defined in Annexure 2 of this corrigendum. |
| 30 | Part 2 Clause 11.2 Corrigendum VI, Annexure - I | Overhaul Execution payment terms | Best payment terms acceptable to us are: - 10% advance within 2 weeks of acceptance of LOA. - 10% advance on site mobilization. - 75% payment on pro-rata basis. - 5% on completion of SAT. | Revised Payment Milestones (clause 11.2) for supply of material and overhaul execution defined in Annexure 2 of this corrigendum. |

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| 31 | Clause 12.1(2) | Successful Bidder shall, at their sole cost, in the joint names of Owner, Successful Bidder, and the Sub-Contractors, take insurance cover for full replacement value for the Material Damage Insurance" (Storage-cum-Erection Insurance) on an "All Risk" basis (including terrorists act, SRCC) of loss or of damage arising during period of Insurance coverage to any part of the Contract works, material and supplies by Successful Bidder including any transit and off-site storage, and anywhere in India for ex-works Indian factory and foreign supplies, materials, etc. | Strike and Riot will be covered; However, the "Civil Commotion" cover is not available in the Erection All Risk Policy-PI take the deviation | As per RFP |
| 32 | Clause 12.1(2) | Such insurance shall be administered and managed by the Successful Bidder and shall be affected from the Commencement date of Contract and thereafter shall operate from the time the relevant property leaves the premises of the manufacturers in the country of origin, and shall continue during the ordinary course of transit and during storage on or off the Plant site, if any, and during erection and commissioning until the date on which Owner takes over the care, custody, and control of the Plant/ Equipment, to the exclusion of the Successful Bidder | 2. All the policies mentioned in the in the clause no-12 will be extended subject to the IRDA guidelines -Which precisely specify that the Scope of EAR policy becomes terminate once the plant has commissioned or commencement commercial production of plant. Whichever is earlier. Please confirm. | As per RFP |
| 33 | Clause 12.1(2) | | As per the standard norms, third party Limit can grant by the Insurer Max up to 10% of the project value in Erection All Risk policy. Balance Limit if any, over and above 10% will be cover in our CGL (commercial General Liability) policy as a secondary policy, please confirm | As per RFP |

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| 34 | Clause 12.4(1) | <p>1. Successful Bidder shall, in the joint names of Owner, Successful Bidder and the Sub Contractor's prior to the commencement of any work in the Plant pursuant to this Agreement, insure in an amount not being less than project cost thereof against any liability for damage or death or personal injury occurring in the Plant, obstruction, loss of amenity, trespass, nuisance or advertising liability pursuant to the Contract. Such insurance shall be endorsed or amended as to be considered primary, and any other insurance maintained by Owner shall be in addition and not contributory to this insurance.</p> <p>2. Indemnity amount indicated above shall be the minimum coverage that the Successful Bidder takes under the policy. Notwithstanding the above coverage, the Successful Bidder at their discretion will take policy for an appropriate coverage not less than the indemnification amount prescribed as above, so as to meet all the liabilities that may arise on account of third-party risks from the commencement of contract till the Owner takes over the care, custody, and control of the Plant, to the exclusion of Successful Bidder</p> | <p>Obstruction, loss of amenity, trespass, nuisance resulting into bodily injury or property damage to a third party is covered by CGL policy, however any financial loss or consequential loss arising therefrom is not covered. Please confirm.</p> | <p>As per RFP</p> |

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|---------|-------------|--|--|--|
| 35 | Clause 12.9 | Successful Bidder shall be obliged to replace / repair the Equipment/ components/parts/spares etc., without waiting for loss settlement by the underwriter/s | <p>In view of our scope of work, the existing Boiler and ESP will be treated as Second Hand Machinery ,We need following information to explore more option for insurance:-</p> <ul style="list-style-type: none"> (i) Year of Manufacturing of Boiler & ESP (ii) Depreciated value of Existing Boiler and ESP (III) Replacement Value of Boiler and ESP (iv) Whether the Customer is currently having the any insurance policy for Boiler & ESP If yes what is value. (v) Value of Surrounding Property (VI) Value of Total plant | As per RFP |

Annexure 1: General Arrangement Drawings and Technical Data Sheets

Bidders can refer to the drawings uploaded in the below link to access the documents, drawings, and technical data sheets for Boiler and ESP.

Link:

https://gmdcltd-my.sharepoint.com/:f:/g/personal/jndave_gmdcltd_onmicrosoft_com/EuSHBcaKEVdLI0u5m8XqRnWBj9axsAOIsuWy7ifx5vmvqw?e=48ZU30

Annexure 2: Payment Milestones

Revised Clause 11.2 of Part 2 of the RfP:

| Category | Activity | % of value | Timelines |
|---------------------------|---|------------------------------|---|
| Supply of material | Advance payment for procurement of spares, after submission of Performance Security and submission of item-wise price list | 10% | T + 2 weeks |
| | Placement of POs for procurement of spares | 25% (pro-rated) ¹ | T + 10 weeks |
| | Delivery of material on site with physical verification, certification, and sign-off by the PMC | 55% (pro-rated) ¹ | T + 26 weeks |
| | Completion of SATs for equipment across both units and issue of certificate by PMC | 5% | T + 30 weeks |
| | Completion of defect liability (warranty period) | 5% | 18 (eighteen) months from the date of Completion of the Overhaul or 12 (twelve) months from the date of Operational Acceptance of the equipment, whichever first occurs |
| Overhaul execution | Mobilization fee | 10% | T + 2 weeks |
| | Completion of overhaul and guarantee of auxiliary boiler (including hydro test and light up) and issue of completion certificate by PMC | 10% | T + 26 weeks |
| | Monthly payments against progressive installation of equipment on site | 15% (per month) | Monthly payments in equal installments for 3 months during Overhaul execution |
| | Completion of the Overhaul activities for auxiliary boiler, main boilers, and ESP for both units and issue of Completion Certificate by the PMC | 10% | T + 44 weeks |
| | Completion of Guarantee Tests for both units and issue of Operation Acceptance Certificate by the PMC | 10% | T + 48 weeks |
| | Submission of final 'Overhaul Completion Report' approved by Authority | 10% | T + 50 weeks |
| | Completion of defect liability (warranty | 5% | 18 (eighteen) months from the date of |

¹ Bidders to provide detailed item wise price for the required spares detailed in Annexure 2 (Boiler) and Annexure 3 (ESP) of RfP document within 14 days from date of acceptance of LoA. The payment on delivery of material on site shall be prorated as per the items delivered against the required spares, upon certification by the PMC.

| Category | Activity | % of value | Timelines |
|----------|----------|------------|---|
| | period) | | Completion of the Overhaul or 12 (twelve) months from the date of Operational Acceptance of the equipment, whichever first occurs |

Annexure 3: Duration of Contract

Revised timeline table in Clause 2.2 of Part 2 of the RfP:

| S. No | Activity | Duration |
|-------|--|--------------|
| 1 | Mobilization | T + 2 weeks |
| 2 | Completion of supplies for Auxiliary Boiler | T + 20 weeks |
| 3 | Overhauling and commissioning of Auxiliary Boiler | T + 26 weeks |
| 4 | Completion of supplies for both units for Boiler and ESP | T + 30 weeks |
| 5 | Completion of pre-Overhauling activities for both units | T + 30 weeks |
| 6 | Overhauling and commissioning of boilers across both units | T + 44 weeks |
| 7 | Retrofitting of ESPs across both units | T + 44 weeks |
| 8 | Completion of Performance Guarantee Testing for both units | T + 48 weeks |

T – date of acceptance of LoA