

Request for Proposal (RFP) for Selection of Project Management Consultant (PMC) for Turnaround of GMDC's 2X125 MW Akrimota Thermal Power Station (ATPS), Gujarat



RFP No: GMDC/Power/ATPS/01/23-24

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(A Govt. Of Gujarat Enterprise)**

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Disclaimer

This RFP is being issued by the Gujarat Mineral Development Corporation Ltd (GMDC) (hereunder called "Authority"/ "GMDC") to the Bidders interested in providing PMC services to GMDC for the Overhaul of 250 (2X125) MW lignite based Akrimota Thermal Power Project in Kutch District, Gujarat.

It is hereby clarified that this RFP is not an agreement, and the purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals/Bids. While the RFP has been prepared in good faith with due care and caution, GMDC does not accept any liability or responsibility for the accuracy, reasonableness, or completeness of the information, or for any errors, omissions, or misstatements, negligent or otherwise, relating to any feasibility / detailed project report or any other reference document mentioned, implied, or referred herein. This RFP may not be appropriate for all persons. It is not possible for GMDC to consider the investment objectives, financial situation and particular needs of each Proposer/Bidder who reads or uses this RFP. Each Proposer/Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources.

Bidder should carefully examine and analyze the RFP and bring to the notice of GMDC any error, omission, or inaccuracies therein that are apparent and to carry out its own investigation with respect to all matters related to the captioned subject, seek professional advice on technical, financial, legal, regulatory and taxation matters and satisfy himself of consequences of entering into any agreement and / or arrangement relating to the captioned subject. GMDC and its employees make no representation or warranty, express or implied, and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of the information contained in the RFP or in any material on which this RFP is based or with respect to any written or verbal information made available to any Proposer or its representative(s).

GMDC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP as per its requirements. GMDC reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any Party submitting a Proposal. No reimbursement of cost of any type will be paid to persons, entities submitting a Proposal/Bid.

The Bidder shall bear all costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GMDC, or any other costs incurred in connection with or relating to its Bid, regardless of the conduct or outcome of the Bidding process.

Part 1: Introduction

Background about GMDC

Gujarat Mineral Development Corporation Ltd (GMDC) is a leading state-owned mining and minerals company in the western Indian state of Gujarat with operational experience spanning nearly 50 years. GMDC is a zero-debt company listed on national and Bombay Stock Exchanges. The Government of Gujarat (GoG) disinvested 26% stake to the public shareholders vide an IPO in 1997 while the balance ownership is held by the Government of Gujarat.

GMDC's product portfolio spans across mining, value added products, and power, with mining activities spread across the state of Gujarat in districts Kutch, Devbhoomi Dwarka, Panchmahal, Vadodara, Bhavnagar, Bharuch, Surat and Chotaudepur. It currently mines Lignite from five operational mines, with five upcoming mines in the pipeline, and other minerals including Bauxite, Fluorspar, Manganese, Ball Clay, Silica Sand, Bentonitic Clay, and Limestone. It provides value added services through works such as Pyrite removal from Lignite, Beneficiation of Bauxite, low-grade Manganese, and Fluorspar.

To leverage its experience in mining operations, GMDC has set up a diversified power portfolio with forward integration into a 2X125 MW lignite-based thermal power Plant in Nani Chher, Gujarat, and clean energy sources including 200.9 MW of Wind power assets in Maliya, Jodiya, Gorsar, Bhanvad, Bada, Varvala, Rojmal, and a 5 MW Solar power project in Panandhro.

Plant details

GMDC has been operating a 2X125 MW lignite-based thermal power Plant (Akrimota Thermal Power Station, ATPS) over the past 15 years. ATPS has two units of 125 MW each commissioned in July 2006, and March 2007 respectively.

ATPS procures lignite required for generation of power from GMDC's mines (Mata na Madh, and Umarsar) located at proximity (~60 km) and transported directly to the Plant via road. Furthermore, the water supply to the power plant is ensured through nearest Kori creek (through 1.4 km long sea water intake channel).

ATPS has a long-term power purchase agreement with GUVNL for supply of power till 2036, for the recovery of fixed charges and variable charges as per the actual Plant performance parameters (net availability, station heat rate, auxiliary power consumption)

Context of RFP

The ATPS asset has been under-performing on key performance parameters with Net Availability, Station Heat Rate (SHR), and Auxiliary Power Consumption (APC) values having large deviations from normative values defined in the PPA, leading to cash burn for GMDC.

GMDC is planning to execute a complete turnaround of its 2X125 MW Akrimota Thermal Power Station (ATPS) asset, with a focus on enhancing availability of both units to operate at full load and enhancing the reliability and efficiency of the asset. The overhaul of both units of ATPS is planned to be executed through mega packages to ensure smooth execution. The identified mega

packages, along with brief details for respective packages have been summarized below, the package wise details have been detailed in Annexure 1:

#	Name	Brief scope
1	Boiler and ESP units	Overhaul of key components associated with the boiler (including cyclone, superheater, reheater, economizer, other pressure parts, drum, and other auxiliaries) and ESP across both units, and other associated works
2	Turbines and electrical systems	Overhaul of key components associated with the turbine (including the main turbine, condenser, generators, and other auxiliaries), evacuation infrastructure (generator transformer and switchyard) and electrical components across the Plant, and other associated works
3	DCS and instrumentation	Upgradation / Replacement of existing DCS system with an advanced DCS, with key components including other controls and instrumentation requirements across the Plant, and other associated works and arranging all the power plant control systems in a single platform
4	Balance of Plant (BoP) systems	Overhaul of key components associated lignite, lime, and ash handling systems, cooling water system, sea-water treatment Plant, other auxiliaries (pipes and valves), and supporting functions (civil, fire, and safety), and other associated works

GMDC is looking for a Project Management Consultant (PMC) to ensure on-ground supervision of implementation of the overhauling activities and for coordination with vendors for execution of the packages detailed above. In that context, GMDC is inviting bids from bona fide and experienced Bidders of financial standing, reputation, and providing PMC services to thermal power assets across India, for the following job:

Name of work:	Request for Proposal (RFP) for Selection of Project Management Consultant for Turnaround of GMDC's 2X125 MW Akrimota Thermal Power Station (ATPS), Gujarat
RFP no.:	GMDC/Power/ATPS/01/23-24

Part 2: Terms of Reference/Scope of Work

1. Definitions, and Terms and Conditions

1.1. Definitions

For the purpose of the Contract, the following words and expressions in this Section shall have the respective meanings set forth below:

“Applicable Laws” shall mean all laws, treaties, ordinances, rules, regulations applicable in India and amendments, re-enactments, revisions, applications, and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any Governmental Instrumentality, court or statutory or other body having jurisdiction over construction of the Plant, performance of the Work or supply of Goods, operation and maintenance of the Plant, including Applicable Permits, as may be in effect at the time of performance of work or supply of Goods hereunder by the Bidder, which time would include Latent Defects Period as appropriate, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the Contract hereto, the standard set forth in the Contract hereto shall be deemed to be the standards under Applicable Laws.

“Applicable Permits & Clearances” shall mean any and all Permits, Clearances, Authorizations, consents, licenses (including without limitation any import or export licenses), lease, ruling, exemption, filing, agreements, or Approvals, required to be obtained or maintained in connection with construction of the Plant, performance of Work, and the operation of the Plant respectively by the Bidder and the Owner in accordance with the Contract and their maintenance, as may be in effect at the time of Bidder’s supply of Goods hereunder; which time would include Latent Defects Period as appropriate.

“Approval” shall mean the written approval of the Owner and of the statutory authorities, wherever such authorities are specified by any codes or otherwise.

“Arbitration Act” shall mean Arbitration and Conciliation Act, 1996, or any amendment or re-enactment thereof.

“Authorization” shall mean approvals required under Applicable Law.

“Bid” shall mean the offer of the Bidder to the Owner in response to the Bid Enquiry

“Bidder” shall mean single corporate entity Bidding for the Contract

“Bidder Permits” shall mean all Permits, required by the Bidder from any Government Instrumentality for the performance of his obligations

“Bidder’s Representative” shall mean the person named as such in the Contract or other person appointed and from time to time communicated to the Owner by the Bidder in his place in accordance with the terms of the Contract.

“Bid Security/Earnest Money Deposit (EMD)” shall mean the security provided by the Bidder to the Owner along with the Bid.

“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

“Contract” shall mean the documents as set out in the form of Contract Agreement as may be amended, supplemented, or modified from time to time by agreement in Writing between the Parties.

“Contract Period” shall mean the period from the Commencement Date up to and including the last day of the Contract.

“Documents” shall mean and includes all design documents, engineering documents, Drawings, calculations, computer software (programs), computer media, samples, patterns, models, construction documents, erection documents, Operation and Maintenance Manuals, and other manuals, and the like as well as, all other data and information to be submitted by the Bidder and shall include without limitation, engineering, design and construction drawings, data sheets, specifications, plans, bills of Materials and estimates.

“Fixed PMC Charge” shall mean the comprehensive Project Management Consultancy (PMC) charges payable by the Owner to the Bidder in respect of execution of all the services as indicated in Section 7.1 of Part 2 in this document.

“Governmental Authority” shall mean the Government of India, the state government, any local authority constituted under an act of legislature, and any other authority exercising any power or function in pursuance of an act of legislature, or any rules and regulations made there under, and any successor thereof having legal jurisdiction over the matter or person in question.

“Goods” shall mean all of the equipment, machinery, apparatus, appliances, components and/or other Materials and things, which the Vendors are required to supply to the Owner under the Contract.

“Good Industry Practice” shall mean those practices, methods, acts, techniques and standards as may be followed or employed in the performance of the Work or supply of Goods and discharge of its obligations by the Bidder and which (i) are generally accepted internationally for use in the electric utility industry, taking into account conditions in India, in connection with power stations of the same or similar size and type as the Plant, (ii) are commonly used in prudent electric utility engineering, construction, project management and operations, and (iii) would be expected to result in performance of the Services and completion of Works in a manner consistent with Applicable Laws, Applicable permits, reliability and safety.

“GUVNL” shall mean Gujarat Urja Vikas Nigam Limited

“Notice in Writing” or **“Written Notice”** shall mean a Notice in Writing, typed, or printed or handwritten characters, sent (unless delivered personally or otherwise proved to have been received) by registered post or by electronic transmission to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post or by electronic media it would have been delivered.

“Overhaul” shall refer to the planned maintenance being undertaken for the 2X125 MW Akrimota Thermal Power Station to enhance performance and reliability of the asset

“Overhauling Activities” shall refer to all the activities that are needed to be performed for successful Overhaul of the 2X125 MW Akrimota Thermal Power Station

“Owner” shall mean Gujarat Mineral Development Corporation Limited hereinafter referred to “GMDC”, in its capacity as Owner and shall include its successors and assigns, as well as authorized officers.

“Owner’s Representative” shall mean the person appointed by the Owner from time to time and notified as such to the Bidder to act as Owner’s Representative for the purposes of the Contract.

“Package” shall mean a group of ATPS systems that are Packaged together for the execution of Overhaul, as indicated in Part 1 of this document

“Party” shall mean Owner or Bidder individually and “Parties” means Owner and Bidder collectively.

“Personnel” shall mean employees/personnel engaged by the Bidder who are based in India and are directly or indirectly engaged by the Bidder in the performance of the Bidder’s obligations under this Agreement at the Plant.

“Plant” shall mean the 2X125 MW lignite based thermal power plant operated by GMDC in Akrimota (Akrimota Thermal Power Station, ATPS), comprising of 2 units of 125 MW each

“Procurement Activities” shall mean the activities needed to be performed for Procurement of all the raw materials and services for Overhaul of the 2X125 MW Akrimota Thermal Power Station

“Successful Bidder” shall mean the Successful Bidder who is selected by Authority / GMDC in providing PMC services for turnaround of GMDC’s 2X125 MW Akrimota Thermal Power Station (ATPS) and shall include such Successful Bidder’s legal representatives, successors and permitted assigns

“Turnaround” shall refer to the planned maintenance being undertaken for the 2X125 MW Akrimota Thermal Power Station to enhance performance and reliability of the asset

“Turnaround Office” shall refer to the Project Management Office setup on ground at ATPS to oversee the execution of the Overhaul. The Office shall constitute key stakeholders from the Owner and the Team Leader from the Bidder

“Vendor” shall refer to all the goods and services providers that shall be on boarded by GMDC for the execution of the Overhaul Packages

“Willful Default” shall mean an intentional or reckless breach or/ and omission by a Party of any of its obligations under the Contract.

1.2. Interpretation

Words importing Persons or Parties shall include related firms and corporations and any organization having legal capacity. Words importing the singular also include the plural and vice versa where the context requires. Words importing one gender also include other genders.

Unless inconsistent with the provisions of the Contract, the meaning of any shipping terms and the rights and obligations of the Parties there under shall be as set forth in the latest International Chambers of Commerce (ICC) official rules for interpretation of trade terms as per "INCOTERMS 2010"

1.3. Law, language, and measurements

Applicable Law to this Contract shall be the Indian Law. The respective rights, privileges, duties and obligations of the Owner and the Bidder under the Contract shall be governed and determined by the Laws of State and of the Republic of India.

All correspondence, information, literature, data, manuals, definitive documents, notices, waivers, and all other communication, written or otherwise, between the Parties in connection with this Contract shall be in English. The official text of this Contract shall be English.

All measurements shall be in metric system.

1.4. Stamp duty and similar charges

The costs of stamp duties and similar charges imposed by law on the Contract or Agreement, or any part thereof shall be borne by the Bidder.

1.5. 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 contract, within 7 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, within 7 days from the date of acceptance of the LOA. In case of failure to commence the work within the abovementioned period, the liquidated damages may be levied as per the provision of Section 5 of Part 2 of this document

1.6. Bidder's use of Owner's documents

Copyright in the Owner's requirements and other Documents issued by the Owner to the Bidder shall (as between the Parties) remain the property of the Owner. Ownership in all documents provided by the Bidder to the Owner pursuant to the Contract including design, engineering, Drawings and Works layout (but excluding proprietary information and Manuals provided by Vendors of equipment for use of the Owner) shall vest in the Owner. The Bidder may, at its

Cost, copy, use and communicate any such documents for the purposes of the Contract. They shall not, without the Owner's consent, be used, copied, or communicated to a third-party by the Bidder, except as necessary for the purposes of the Contract including performance of Work or supply of Goods.

The Bidder shall indemnify the Owner in case of breach of this Section by the Bidder. If these Documents are received by a third-party from the Bidder and the third-party makes use of these Documents to cause harm or monetary loss to the Owner or use these Documents for their personal gain / monetary gain, the Bidder shall compensate the Owner for the loss suffered as well as for the value of gain derived by third-party.

1.7. Confidential details

The Bidder shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out his obligations hereunder. The Bidder shall not publish, permit to be published, or disclose any particulars of the Contract in any trade or technical paper or elsewhere without the previous consent in writing of the Owner and at the Owner's sole discretion.

The Bidder shall indemnify the Owner in case of breach of this Section. If the confidential details relating to this Contract or its contents are received by a third-party from the Bidder and the third-party makes use of these details to cause harm or monetary loss to the Owner or use these Documents for their personal gain/ monetary gain, the Bidder shall compensate the Owner for the loss suffered as well as for the value of gain derived by the third-party. The Bidder shall not use the confidential details of the Contract for any other purpose except for the strict purpose of this Contract.

2. Appointment of the Successful Bidder

2.1 Appointment terms

Based on the results of this Bid as per the evaluation criteria mentioned in Section 5 of Part 3 of this document, the Owner shall hereby appoint the Successful Bidder, and the Successful Bidder shall hereby accept the appointment to deploy skilled, qualified, and competent manpower, and necessary systems, infrastructure, and tools as required for efficient execution of the Overhaul subject to the terms and conditions mentioned in the Contract.

2.2 Duration of the Contract

The Contract shall be deemed to have come into force and effect 7 (seven) days from the date of issue of the Letter of Award (LOA) by the Owner, to the Successful Bidder and shall remain effective for a period of 12 months, unless terminated or extended as per the terms of this Contract. Further, there shall be a provision for extension for a period as needed, as per the same terms and conditions of the Contract. The Fixed PMC Charge for the extension period shall be the same as the Contract period. The Owner shall provide a Notice in Writing for further extension, 15 days before the expiry of the term of this Contract.

3. Responsibilities of the Bidder

The Bidder is being appointed for overseeing the execution of the Overhaul of the ATPS asset. The key responsibilities of the Bidder include, but are not limited to, the following:

- Project management planning
- Cost control
- Schedule monitoring
- Procurement of work / services / spares / equipment with right quantity, right quality and within right time
- Vendor management
- Risk management and mitigation
- Conflict resolution
- Quality management
- Supervision of installation and successful commissioning
- Supervision of Performance Guarantee Test (PGT) runs and assist Owner in acceptance of PGT
- Health, Safety, and Environment (HSE) management
- Regulatory audits/inspections
- Regular reporting to owners
- Payment processing support

The key services to be delivered by the Bidder are categorized into three major phases – pre-award, overhaul preparation, and overhaul execution. The terms of reference / scope of work have been detailed for each phase below.

3.1 Services during pre-award phase

The pre-award phase shall begin from the initiation of the Vendor RFP process to selection of Vendors for each Package. The Bidder shall be responsible to provide requisite support to the Owner during the pre-award phase. The Bidder's responsibilities shall include, but not be limited, to the following activities:

i. Scope of work review

- i. The Bidder shall support the Owner in reviewing all the technical and design specifications and or drawings of equipment and or associated spares in the Vendors' scope of work for each Package to ensure that it meets the requirements for successful Overhaul of the asset
- ii. The Bidder shall also identify any obsolete and / or outdated items in the Vendors' scope of work and recommend potential alternative solutions and / or items to ensure the feasibility and timely execution of the Overhaul. The Bidder shall submit detailed justification note for alternative solutions, considering the interchangeability, reliability, safety, and ensuring that the alternative solutions are matching the OEM (Original Equipment Manufacturer) / OES (Original Equipment Supplier) specification, along with acceptance parameter needed to be achieved to adopt the alternative solutions

ii. Bid query resolution

- i. The Bidder shall support the Owner in resolving any technical queries raised by the Vendors for Packages during the RFP process, assist in drafting responses, and issuing corrigendum / addendum, as needed
- ii. The Bidder shall deploy competent personnel to provide its unbiased technical inputs and feedback during the technical Bid evaluation process, at the behest of the Owner, as needed

iii. Contract signing and award

- i. The Bidder shall review the final Vendor Contracts, with primary focus on the technical aspects, and provide appropriate inputs and feedback to the Owner prior to signing of the Contracts
- ii. The Bidder shall assist the Owner in resolving any technical queries raised by Vendors, as and when needed, during the issuance of Letter of Award (LoA), and any technical queries raised by the Vendors prior to signing of the Contract
- iii. The Bidder shall coordinate with the strategic consultant, and will make all the efforts to ensure that competitive Vendor is selected at the best reasonable price

iv. Development of draft Overhaul Execution Plan and reporting templates

- i. The Bidder shall create a draft 'Overhaul Execution Plan' across all Packages, focusing on comprehensive list of activities to be executed during the Overhaul, including sequencing of activities to be performed during the Overhaul, identification of interdependencies, critical path identification, and clear milestones
- ii. The draft 'Overhaul Execution Plan' shall be created at an equipment level, encompassing all activities including but not limited to dismantling, cleaning, repairing / replacing, installing, commissioning, and testing
- iii. The Bidder shall create templates for all the reporting requirements defined in Section 3.2 and Section 3.3 of Part 2 of this document including but not limited to, 'Master Procurement Register', 'Master Procurement Plan', 'Overhaul Execution Report', and 'Overhaul Readiness Index'
- iv. The Bidder shall submit for review, all the templates with the ATPS Turnaround Office, including the Owner, and incorporate necessary feedback to ensure comprehensiveness of the reporting templates

3.2 Services during Overhaul preparation phase

The Overhaul preparation phase shall begin after selection of all Vendor partners, up to the start of the Overhaul process at the Plant. The Bidder shall be responsible to provide requisite support to the Owner during the Overhaul preparation phase. The Bidder's responsibilities shall include, but not be limited, to the following activities:

i. Vendor readiness assessment

Procurement:

- i. The Bidder shall act as the first point of contact for all Vendors selected for execution of the Packages. Further, it shall facilitate all Vendor Plant visits before mobilization of teams on ground at ATPS
- ii. The Bidder shall create a 'Master Procurement Register', including all the equipment / materials / items to be procured along with the required services / works, in collaborations with the Vendors, including all the detailed item-wise Bills of Quantity (BoQs) with associated services, costs, and technical specifications to ensure adherence to desired quality and exercise cost control within Contractual limits
- iii. The Bidder shall submit for review, the 'Master Procurement Register' and Procurement plans with the ATPS Turnaround Office, including the Owner, and incorporate necessary feedback to ensure comprehensiveness of the plan
- iv. The Bidder shall be responsible for making recommendations to the Vendors for placing orders of all the equipment and associated spares / material. The Bidder shall draft any necessary approval notes required by the Owner for the same
- v. The Bidder shall review and approve all Procurement and service plans submitted by Vendors for each Package. The Bidder shall consolidate Procurement and service plans created by all the Vendors and create a comprehensive 'Master Procurement Plan' (including all the services) at the Plant level for the purpose of monitoring all the Procurement activities and ensuring timely delivery of all material / services across all Packages
- vi. The Bidder shall monitor compliance to the 'Master Procurement Plan' by the Vendors and resolve any conflicts and / or issues with the Vendors and / or their suppliers that may cause any delay in Procurement of material, subsequently delaying the execution of the Overhaul
- vii. The Bidder shall maintain a digital data sheet (in excel format) of the 'Master Procurement Plan', with the desired timelines and costs vis-à-vis the actual timelines followed and costs incurred by the Vendors to track compliance. The Bidder shall grant all requisite access to the data sheet to the ATPS Turnaround Office, including the Owner, and share necessary summaries for reporting purpose, if requested
- viii. The Bidder shall review the material management systems (e.g., ERP solutions), deployed by the Vendors to track movement of materials and adherence to schedules and quality. Further, the Bidder shall obtain requisite data from the Vendors to integrate with the digital data sheet, as required
- ix. The Bidder shall conduct independent critical path analysis on the consolidated 'Master Procurement Plan', to identify any potential risks that may cause delays in time schedule, deviations from cost schedules, and suggest necessary mitigation actions to minimize impact on the execution of the Overhaul

Inspection:

- i. The Bidder shall consolidate the list of sub-Bidders submitted by the Vendors for execution of the Overhaul, validate their credentials, and align with the Owner prior to their deployment on ground

- ii. The Bidder shall ensure that the procured equipment and associated spares / material are in line with the technical requirements specified in the 'Master Procurement Register'
- iii. The Bidder shall arrange and conduct, in collaboration with ATPS Turnaround Office including, the Owner, required factory visits prior to Procurement of equipment and associated spares / material, review results of Factory Acceptance Tests (FATs) prior to delivery of the material on ground, to ensure adherence to specifications
- iv. The Bidder shall bear and directly pay all costs towards visits of its representatives, agents, or any other person(s) visiting the facilities of any Vendor or supplier for supervising Factory Acceptance Tests, conduct inspection of equipment, or any such requirement that may arise during the project
- v. The Bidder shall conduct inspections in collaboration with the ATPS Turnaround Office to ensure the material delivered in the Plant and in line with the specifications
- vi. The Bidder shall certify the quality and comprehensiveness, against the BoQ, of the procured equipment and associated spares / material through independent inspections and audits, as required
- vii. The Bidder shall highlight to the ATPS Turnaround Office, including the Owner, any deviations in the quality of equipment and associated spares / material supplied by the Vendors, and support in taking appropriate remedial actions
- viii. The Bidder shall maintain a list of all the equipment and associated spares / material that is rejected during the inspections, along with the corresponding causes of rejection
- ix. The Bidder, in collaboration with ATPS Turnaround Office, including the Owner, shall approve the list of all the alternate equipment and associated spares / material in case of any deviations in the quality and comprehensiveness of the already procured equipment and associated spares / material

Overhaul planning:

- i. The Bidder shall create a detailed (hourly) consolidated 'Overhaul Execution Plan' across all Packages in collaboration with the Vendors and ATPS team, focusing on sequencing of activities, identification of interdependencies, and clear milestones. The 'Overhaul Execution Plan' shall be used as the single source of truth for monitoring schedule compliance for vendors, i.e., deviations in actual timelines vis-à-vis planned timelines
- ii. The 'Overhaul Execution Plan' shall be at an equipment level, encompassing all activities including but not limited to dismantling, cleaning, installation, commissioning, and testing
- iii. The Bidder shall collaborate with the Vendors in developing appropriate Quality Assurance, Quality Control plans, and Field Quality Plans required during the execution of the Overhaul, along with any calibrations necessary, with relevant

references and acceptance criteria. The Bidder shall apprise the ATPS Turnaround Office, including the Owner about the plans to enable frequent audits, and highlight potential concerns

ii. Owner readiness assessment and support

- i. The Bidder shall supervise the audits and physical verification of existing inventory at the Plant to identify the equipment and associated spares, and material readily available to be utilized during the Overhaul and provide recommendations for optimal inventory management as required. Further, the Bidder shall integrate the existing inventory with the 'Master Procurement Register' to ensure optimal Procurement and consumption of material
- ii. The Bidder shall act as a liaison between the ATPS Turnaround Office, including the Owner, and the Vendor teams methods, facilitating communication between the key internal and external stakeholders
- iii. The Bidder shall conduct required workshops to educate the ATPS Turnaround Office, including the Owner on the 'Master Procurement Register' and the 'Overhaul Execution Plan'
- iv. The Bidder shall identify the requirements and provide necessary support to the Owner during the preparation and execution of the Overhaul to ensure minimal delays

iii. Vendor workforce deployment

- i. The Bidder shall gather details of all personnel to be deployed by the Vendor prior to deployment and ensure they are in line with Contractual requirements
- ii. The Bidder shall supervise the mobilization of workforce on ground ensuring it is in line with the details specified above, workforce deployed are technically competent, and necessary tools and tackles are available to minimize potential delays
- iii. The Bidder shall collaborate with the Owner in arranging accommodation, ensure the availability of supporting infrastructure, including but not limited to workshops, medical facilities, and food and beverage facilities for the teams deployed by Vendors for the course of the Overhaul to facilitate the smooth execution
- iv. The Bidder shall submit standard operating procedures (SOP) to ensure the workforce deployed by the Vendors adhere to the appropriate health, safety, and environment (HSE) requirements at the time of deployment. This will include medical tests required, if any, among other requirements to be aligned with the Plant HSE team

iv. Conflict resolution and interface control

- i. The Bidder shall maintain a consolidated list of queries and / or issues raised by the Vendors pertaining to the 'Master Procurement Register' and 'Overhaul Execution Plan', with clear timelines for resolution, status of resolution, root causes for delays in resolution, and actual timelines for resolution

- ii. The Bidder shall strive to resolve all issues on the same working day and highlight any open issues to the Owner that may require any interventions from the Owner, along with potential solutions to the issues
- iii. The Bidder shall facilitate cross-vendor collaboration to manage material shortages and adjustment in payments, as needed, to ensure timely execution of the Overhaul
- iv. The Bidder shall ensure smooth coordination and integration of various Packages and Vendor scope, and act as an intermediary between the Vendors and the ATPS Turnaround Office for alignment on activities
- v. Cost and claims management**
 - i. The Bidder shall accumulate all invoices raised by Vendors during the Overhaul preparation phase and share with the Owner to be processed. Further, the Bidder shall certify time schedules, cost schedules, and quality requirements followed by the Vendors, with estimation of liquidated damages, if applicable, to support the Owner in processing the invoices
 - ii. The Bidder shall maintain logs for running accounts with Vendors and ad-hoc payments made during the Overhaul preparation phase, if applicable. The Bidder shall collaborate with the Owner to track all payments made vis-à-vis payment milestones defined in Contracts and provide required reports to the Owner, if requested
- vi. Reporting and governance**
 - i. The Bidder shall deploy the 'Team Leader' described in Section 6.5 of Part 2 of this document, as part of the ATPS Turnaround Office for on ground governance of the Overhaul
 - ii. The Bidder shall setup appropriate reporting tools and systems to provide real-time information on project progress vis-à-vis 'Overhaul Execution Plan'
 - iii. The Bidder shall monitor and report performance against Vendor's KPIs defined in the Vendor Contracts at regular intervals, aligned prior to the Commencement Date with the Owner. The KPIs to be monitored and reported shall be mutually agreed between the Bidder and the Owner. The Bidder may design additional KPIs at the request of the Owner, as needed
 - iv. The Bidder shall create a Vendor readiness index for all the individual Packages, which shall be consolidated to an Overhaul readiness index
 - v. The Bidder shall organize regular meetings with Vendors and the ATPS Turnaround Office to align on status of Procurement of materials, and resolving critical issues to minimize delays in execution of the Overhaul
 - vi. The Bidder shall organize weekly meetings with the Owner for discussion on any anticipated delays, highlight key decision points, seek strategic advice, and identify mitigating actions to address potential risks

- vii. The Bidder shall submit weekly project update reports with a detailed analysis of the progress against the 'Master Procurement Plan' and highlight key interventions required from the Owner
- viii. The Bidder shall submit the 'Master Procurement Register' and the 'Overhaul Execution Plan' for review and approvals from the Owner
- ix. The Bidder shall submit all invoices and estimation of liquidated damages for the Vendors for approvals and processing by the Owner
- x. The Bidder shall submit a 'Overhaul Preparation Report' after the completion of all the procurement and preparatory activities, certifying successful completion of all the preparatory activities including complete execution of master procurement plan, and providing a go ahead for initiating the shutdown and execution of the Overhaul

3.3 Services during Overhaul execution phase

The Overhaul execution phase shall begin from the initiation of the Overhaul, up to the commissioning and handover of the asset to the Owner, in a fully functioning condition. The Bidder shall be responsible to provide requisite support to the Owner during the Overhaul execution phase. The Bidder's responsibilities shall include, but not be limited, to the following activities:

i. Scope management

- i. The Bidder shall ensure Vendors for all Packages execute the scope of work as per Contractual requirements
- ii. The Contract shall monitor compliance of the Vendors towards Contractual requirements, highlight potential deviations to the ATPS Turnaround Office, including the Owner, and collaborate with the Vendors to ensure completion of all requisite activities

ii. Schedule management

- iii. The Bidder shall monitor the progress of work on ground vis-à-vis the 'Overhaul Execution Plan', conduct root cause analyses for delays in execution, and collaborate with Vendors to ensure timely execution
- iv. The Bidder shall conduct independent critical path analyses on the 'Overhaul Execution Plan' in collaboration with the Vendors, to identify potential risks leading to delays in execution of the Overhaul.
- v. The Bidder shall identify mitigating actions to minimize the impact of the identified risks in the 'Overhaul Execution Plan', and support in implementing the mitigating actions on ground in collaboration with the Vendors
- vi. The Bidder shall monitor and track the consumption of material vis-à-vis the 'Master Procurement Register', for effective inventory management

iii. Cost and claims management

- i. The Bidder shall accumulate all invoices raised by Vendors during the Overhaul execution phase and share with the Owner to be processed. Further, the Bidder shall

certify time schedules, cost schedules, and quality requirements followed by the Vendors, with estimation of liquidated damages, if applicable, to support the Owner in processing the invoices

- ii. The Bidder shall assist the Owner in resolution of potential change notification or change proposals to the scope or Contractual terms with the Vendors for Packages, as applicable
- iii. The Bidder shall maintain logs for running accounts with Vendors and ad-hoc payments made during the Overhaul execution phase, if applicable. The Bidder shall collaborate with the Owner to track all payments made vis-à-vis payment milestones defined in Contracts and provide required reports to the Owner, if requested

iv. Vendor management

- i. The Bidder shall act as the first point of contact for all Vendors selected for execution of the Packages
- ii. The Bidder shall ensure compliance of the Vendors to the Overhaul Execution Plan across all Packages, identify deviations from the Plan, analyze root causes, and assist Vendors in implementing rectifying measure to ensure timely completion of the Overhaul
- iii. The Bidder shall supervise and provide technical assistance in execution of the activities undertaken by the Vendor, as needed, throughout the course of the Overhaul
- iv. The Bidder shall monitor and ensure availability of all personnel from the Vendors' side as per Contractual requirements
- v. The Bidder shall strive to resolve all issues on the same working day and highlight any open issues to the Owner that may require any interventions from the Owner, along the potential solutions to the issues

v. Risk management

- i. The Bidder shall ensure the availability of qualified technical experts, as defined in Section 6.7 of Part 2 to resolve technical issues witnessed during the execution of the Overhaul, in collaboration with the Vendors, and provide necessary guidance, as required
- ii. The Bidder shall create detailed mitigating action plans for potential risks identified during the independent critical path analyses for each Package, with clear timelines for execution
- iii. The Bidder shall review and approve all health, safety, and environment (HSE) related documents for execution of the Overhaul, including but not limited to work permits, in collaboration with the Plant HSE team
- iv. The Bidder shall organize and lead HSE studies and Project Health, Safety and Environment Review (PHSER) processes, as required, during the execution of the Overhaul

vi. Statutory compliance and requirements

- i. The Bidder shall facilitate audits and inspections to be conducted by Government Authorities and other key external stakeholders during the execution of the Overhaul (e.g., boiler inspections)
- ii. The Bidder shall support the Owner in coordinating with GUVNL for shutdown requirements, as required
- iii. The Bidder shall ensure compliance of all the Vendors and the Plant to statutory requirements, during the execution of the Overhaul

vii. Quality and change control

- i. The Bidder shall identify any deviation from the Quality Assurance and Quality Control plans (as defined in Section 3.2.1 of Part 2) followed by the Vendors, highlight potential risks to the ATPS Turnaround Office, including the Owner. Further, the Bidder shall identify potential mitigation actions to ensure adherence to quality requirements, and support in implementing the actions
- ii. The Bidder shall submit a log of all the deviations against the Quality Assurance and Quality Control plans during the execution of the Overhaul, with the necessary actions taken against each deviation, as part of the daily progress report (as defined in Section 3.3.9 of Part 2)
- iii. The Bidder shall ensure change order management through appropriate Written Notice for any changes in technical design and / or specifications, in collaboration with the ATPS Turnaround Office, including the Owner, with appropriate justification for the changes to be accepted

viii. Performance Guarantee Test Runs and commissioning

- i. The Bidder shall ensure the Vendors prepare comprehensive pre-commissioning checklists, review the checklist in collaboration with the technical experts and the ATPS Turnaround Office
- ii. The Bidder shall review the list, procedures, and acceptance criteria of Performance Guarantee Test Runs (PGTRs) submitted by the vendors, to ensure comprehensiveness of the same for successful commissioning of the asset
- iii. The Bidder shall support in supervision of the PGTRs conducted by the Vendors and ensure the performance parameters are in line with the key technical markers specified in the Contracts with the Vendors
- iv. The Bidder shall prepare a report summarizing the outcomes of the PGTRs, including a punch list of action items to be addressed by the Vendors in case of any gaps in meeting the performance thresholds. The report shall be submitted to the Owner for review
- v. The Bidder shall also identify potential actions to address any gaps in meeting the performance thresholds, with necessary inputs from technical experts, and support the Vendors in implementing the actions, prior to handover of the Plant to the Owner
- vi. The Bidder shall obtain all relevant documents, data, and reports from the Vendors during the commissioning stage, and handover to the Owner post successful commissioning

ix. Reporting and governance

- i. The Bidder shall organize daily meetings with Vendors and the ATPS Turnaround Office to align on status of execution of the Overhaul, and resolving critical issues to minimize delays
- ii. The Bidder shall organize weekly meetings with the Owner for discussion on any anticipated delays, highlight key decision points, seek strategic advice, and identify mitigating actions to address potential risks
- iii. The Bidder shall submit daily project update reports with a detailed analysis of the progress against the Overhaul Execution Plan and highlight key interventions required from the Owner
- iv. The Bidder shall submit monthly project update reports, with a detailed analysis of progress against the Overhaul Execution Plan, deviations observed from the plan and key mitigation actions undertaken, and highlight key interventions required from the Owner
- v. The Bidder shall review, certify, and submit all PGTR reports received from the Vendors for approval from the Owner prior to handover of the Plant
- vi. The Bidder shall prepare and submit a detailed Overhaul execution report, within 1 (one) week post completion of the handover of the Plant, detailing the activities undertaken across all the system, planned versus actual schedule compliance, material consumption vis-à-vis 'Master Procurement Register', and other key activities undertaken to ensure successful completion of the Overhaul

4. Responsibilities and rights of the Owner

4.1 Responsibilities of the Owner

The Owner shall be responsible for the following key activities pertaining to the execution of the Overhaul of the Plant

i. Statutory obligations

The Owner shall, above the Fixed PMC Charge, be responsible for payments of all statutory dues including but not limited to those levied by the government / semi-government / local authorities / gram panchayat / state distribution utility (DISCOM) / state transmission utility, attributable to the Owner during the preparation and execution of the Overhaul.

ii. Bidder accommodation

The Owner will arrange for the Bidder's accommodation and food & beverage requirements at the Plant for the key Personnel deployed on ground to oversee the execution of the Overhaul, on chargeable basis and on the basis of availability of accommodation. The Bidder shall ensure that the Personnel are available at the Plant for the entire course of Overhaul and shall take requisite consent from the Owner with prior intimation through a Written Notice in case of any changes in availability of Personnel.

Further, the Team Leader shall be present at the Owner's corporate office in Ahmedabad for progress review and other meetings that may be organized during the course of the

Overhaul. The Bidder shall arrange for their own accommodation and food & beverage requirements for representatives travelling to Ahmedabad for such meetings.

4.2 Rights of the Owner

The Owner, throughout the tenure of the Contract, reserves the following rights relating to preparation and execution of the Overhaul of the Plant, not specifically granted to the Bidder.

i. General policies and procedures

The Owner reserves the rights for review and determination of general policies and procedures not previously delegated to the Bidder as part of the scope of work.

ii. Audits

The Owner may, from time to time, designate any responsible person on its behalf to conduct audits, pertaining to the Owner's capacity defined in the Contract, of financial (billing and invoicing), technical, safety, and to visit and inspect the Plant to discuss such affairs, which relate to the services provided by the Bidder, with its authorized representatives

iii. Access to data

The Owner reserves the rights to access all records, documents, and data relating to the services provided by the Bidder and the Vendors, during the preparation and the execution of the Overhaul, including for making copies thereof or extracts.

The Owner shall have the right, at all times, on reasonable notice and at the premises of the Bidder to examine drawings / design documents which have been prepared by the Bidder and / or the Vendors.

5. Bidder performance measurement and deliverables

5.1 Deliverables

The deliverables (with timelines) in Bidder's scope of work across each phase of the project are specified in the table below:

Phase	Deliverables	Timeline	Liquidated damages
Pre-award Phase	Technical review of final Vendor Scope / Contract (if applicable, to be mutually agreed with the Owner)	Date of sharing the Vendor Scope /Contract with Bidder + 3 working days	
	Draft Overhaul Execution Plan (Draft list of activities to be undertaken during the execution of the Overhaul across all Packages including but not limited	Contract commencement date of the Bidder + 8 weeks	0.5% of the milestone fee (for payment milestone 1.2 defined in Section 7.2) per week of delay in submission

Phase	Deliverables	Timeline	Liquidated damages
	to timelines (start date and end date), sequencing of activities, interdependencies, milestones, responsibilities, inter-package coordination, list of statutory clearances required during the overhaul)		
	<p>Templates for reporting and governance</p> <p>(Templates for Master Procurement Plan, Overhaul Execution Plan, Overhaul Preparation Report, Weekly / Daily Project Update Reports, with necessary KPIs, reporting requirements and structure etc.)</p>	Contract commencement date of the Bidder + 8 weeks	0.5% of the milestone fee (for payment milestone 1.3 defined in Section 7.2) per week of delay in submission
Overhaul preparation phase	<p>Master Procurement Register</p> <p>(Consolidated BoQs across all Packages including but not limited to the list of items, quantities, vendor details, lead times, and associated costs, clearly indicating items already available at the Plant)</p>	Contract commencement date of Vendor for the last Package to be awarded + 4 weeks	0.5% of the milestone fee (for payment milestone 1.4 defined in Section 7.2) per week of delay in submission
	<p>Master Procurement Plan</p> <p>(Consolidated list of items to be procured across all Packages, with timelines (order date to delivery date))</p>	Contract commencement date of Vendor for the last Package to be awarded + 4 weeks	<i>(Only if the delay is attributable to the Bidder)</i>
	<p>Final Overhaul Execution Plan</p> <p>(Consolidated list of activities to be undertaken during the execution of the Overhaul across all Packages including but not limited to timelines (start date and end date), sequencing of activities, interdependencies, milestones, responsibilities, inter-package coordination, list of statutory clearances required during the overhaul)</p>	Contract commencement date of Vendor for the last Package to be awarded + 8 weeks	0.5% of the milestone fee (for payment milestone 1.5 defined in Section 7.2) per week of delay in submission <i>(Only if the delay is attributable to the Bidder)</i>
	<p>Overhaul Preparation Report</p> <p>(Comprehensive report including but not limited to certification of successful completion of all preparatory activities including</p>	Last date of the approved Master Procurement Plan + 1 week	0.5% of the milestone fee (for payment milestone 1.6 defined in Section 7.2) per week of delay in submission

Phase	Deliverables	Timeline	Liquidated damages
	complete execution of master procurement plan, and go ahead for initiating the shutdown and execution of the Overhaul)		<i>(Only if the delay is attributable to the Bidder)</i>
Overhaul execution phase	<p>Monthly Project Update Reports</p> <p>(Comprehensive report including but not limited to detailed progress against the Overhaul Execution Plan, deviations observed, and corresponding mitigation actions taken)</p>	Last date of every calendar month during the time period defined in the Final Overhaul Execution Plan	<p>0.5% of the milestone fee (for payment milestone 2.1 defined in Section 7.2) if the activities to be completed, as per the Final Overhaul Execution Plan, by the end of the calendar month under consideration are not completed</p> <p><i>(Only if the delay is attributable to the Bidder)</i></p>
	<p>Certification and summary of all the PGTR reports with list of action items and implementation plan to address the action items</p>	As per the submission date of PGTR defined in the Final Overhaul Execution Plan approved by the Owner	<p>0.5% of the milestone fee (for payment milestone 2.2 defined in Section 7.2) per week of delay in submission</p> <p><i>(Only if the delay is attributable to the Bidder)</i></p>
	<p>Detailed Overhaul execution report</p> <p>(Consolidated report including but not limited to the successful PGT results, key activities undertaken during the Overhaul across all Packages, key performance parameters across all systems, and overall Plant performance post Overhaul)</p>	Date of completion of Overhaul defined in the Final Overhaul Execution Plan approved by the Owner + 1 week	<p>0.5% of the milestone fee (for payment milestone 2.3 defined in Section 7.2) per week of delay in submission</p> <p><i>(Only if the delay is attributable to the Bidder)</i></p>
Reporting and Governance	<p>Weekly progress report including any potential risk mitigation plans and necessary interventions from the Owner, during the Overhaul Preparation Phase</p>	Weekly (starting date of commencement as indicated in the Master Procurement Plan)	-
	<p>Daily progress report including potential risk mitigation plans and necessary interventions from the</p>	Daily (starting date of commencement of Overhaul as indicated)	-

Phase	Deliverables	Timeline	Liquidated damages
	Owner, during the Overhaul Execution Phase	in the Overhaul Preparation Report)	

Note—Any delay more than 3 days shall be accounted as a week of delay while calculating the liquidated damages

5.2 Overall ceiling on liquidated damages

All periodic liabilities due from the Bidder arising out of the shortfall of performance levels mentioned under Section 5.1, as per the liquidated damages defined in Section 5.1, during the course of the Overhaul, shall be restricted to a maximum of 10% of the Fixed PMC Charge defined in Section 7.1 of Part 2 of this document.

5.3 Incentive for timely delivery of the project

The Bidder shall be awarded with an amount equivalent to 5% of the Fixed PMC Charge defined in Section 7.1 of Part 2 of this document, as an incentive for timely delivery of the project, if the Bidder is able to successfully complete the approved Final Overhaul Execution Plan with the necessary quality standards, within the approved Final Overhaul Execution Plan schedule. In case the output delivered by the Bidder is not acceptable to the Owner, the Bidder shall not be awarded with this incentive, despite timely completion of the Final Overhaul Execution Plan. If the project is not completed as per the approved Final Overhaul Execution Plan schedule for any reason, the Bidder shall not be awarded with this incentive.

5.4 Liquidated damages for delay

If the Bidder fails to start the actual work within 14 days from the date of acceptance of LOA, a liquidated damages @ Rs.15, 000/- per day shall be leviable, for a maximum period of 20 days. If the Bidder fails to start work even after 20 days, the Owner will be free to forfeit the EMD and/or SD, or both the EMD and SD and take action stipulated.

5.5 Liquidated damages for errors / variation

In case any error or variation is detected in the reports submitted by the Bidder and such error or variation is the result of negligence or lack of due diligence on the part of the Bidder, the consequential damages thereof shall be quantified by the Owner in a reasonable manner and recovered from the Bidder by way of deemed liquidated damages, subject to the ceiling defined in Section 5.2 of Part 2 of this document.

6. Personnel and representatives

6.1 General

The Bidder shall employ and provide such qualified and experienced Personnel as specified in Section 5.2 of Part 3 of this RFP and as may be required to carry out the Services.

6.2 Deployment of Personnel

- i. The designations, names, and other particulars of each of the Bidder's Key Personnel required in carrying out the services described in Section 3 of Part 2, shall be submitted in the form of Annexure 4 of this document
- ii. All of Bidder's Key Personnel required in carrying out the services described in Section 3 of Part 2 of this document, shall be present at the Plant during the course of the Contract
- iii. The key Personnel listed in submitted in the form of Annexure 4 of this RFP shall be approved by the Owner. No other key Personnel shall be engaged without prior Approval of the Owner
- iv. If the Bidder proposes to engage any other person as professional Personnel after the Contract is awarded, they shall submit to the Owner their proposal along with a CV of the person as per the format provided in Annexure 4 of this RFP. The Owner may approve or reject such proposal within 10 (ten) working days of receipt thereof. In case the proposal is rejected, the Bidder may propose an alternative person for Owner's consideration. In case the Owner does not reject a proposal within 10 (ten) working days of the date of receipt thereof under this, it shall be deemed to have been approved by the Owner

6.3 Substitution of Personnel

The Owner expects all the Key Personnel i.e., Team Leader, Package Leaders and Technical Experts submitted in the form of Annexure 4 of this RFP to be available during execution of all the services defined in Section 3 of Part 2 of this document. The Owner shall not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Bidder and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified personnel being provided to the satisfaction of the Owner.

6.4 Team Leader

The person designated as the Team Leader of the Bidder's Personnel as specified in Section 5.2 of Part 3, shall be responsible for the successful delivery of the Project. They shall also be responsible for the coordinated, timely and efficient functioning of all the Package Leaders other personnel in their team. The Team Leader shall be a permanent employee of the Bidder and shall be present on the Bidder's payroll. The Bidder shall attach a self-certification for Team Leader's permanent employment with the Bidder, along with the Annexure 4 of this document

6.5 Function Leaders

The person designated as a Function Leader of the Bidder's Personnel as specified in Section 5.2 of Part 3, shall be responsible for the successful Overhaul of the Function assigned to them. The Bidder shall deploy five Function leaders, for the following functions – Mechanical, Electrical, Instrumentation, Civil, Admin & HR. The Function Leaders shall be responsible for managing all day-to-day activities in their Functions and shall be assumed as the single point of

contact for their Function. The Function leaders shall deploy adequate amount of other personnel, who shall work directly under the Function leader for successful delivery of the project. The Function Leaders shall be permanent employees of the Bidder and shall be on present the Bidder's payroll. The Bidder shall attach a self-certification for Function Leaders' permanent employment with the Bidder, along with the Annexure 4 of this document

6.6 Technical Experts

The person designated as a Technical Expert of the Bidder's Personnel for a Package, as specified in Section 5.2 of Part 3, shall be responsible for resolving all the technical issues/queries that may occur during the project, for the Package assigned to them. The Bidder shall deploy four Technical Experts, for the four Packages identified for the project. The Technical Expert shall work closely with the Vendor and the Owner teams at the Plant and suggest appropriate courses of action as and when required, for successful completion of the project.

6.7 Sub-Contractors

The sub-Contracting of the entire terms of the Contract by the Bidder shall not be permitted.

7. Payment terms

7.1 Fixed PMC Charge

The Fixed PMC Charge for the duration of the Contract is being invited and is to be quoted for performance of the Contractual terms on a lump sum basis as per the Price Bid format specified in Annexure 11 of this document.

7.2 Payment milestones

The Owner hereby covenants to pay the Bidder for performance of the Contractual terms as payment terms specified hereunder –

S. No.	Deliverables and Milestone	% of Fixed PMC Charge	Timeline
1	Pre-award and Overhaul preparation phase		
1.1	Mobilization fee	10%	Contract commencement date of the Bidder + 2 weeks
1.2	Submission of draft Overhaul Execution Plan	5%	Contract commencement date of the Bidder + 8 weeks
1.3	Submission of templates for reporting and governance	5%	Contract commencement date of the Bidder + 8weeks
1.4	Submission of final Master Procurement Register and Master Procurement Plan	10%	Contract commencement date of Vendor for the last Package to be awarded + 1 month
1.5	Submission of final Overhaul Execution Plan	10%	Contract commencement date of Vendor for the last Package to be

S. No.	Deliverables and Milestone	% of Fixed PMC Charge	Timeline
			awarded + 2 months
1.6	Submission of final Overhaul Preparation Report	10%	Last date of Overhaul preparation (as per Master Procurement Plan) + 1 weeks
2	Overhaul execution phase		
2.1	Program management support during the Overhaul preparation phase and Overhaul execution phase, reporting on a weekly / daily basis, and supporting the Owner in discussions with key stakeholders	15%	Monthly (during the time period defined for execution of the Overhaul Execution Plan) in equal installments, upon successful fulfillment of reporting requirements for the month
2.2	Submission of final PGTR reports for all Packages	15%	As per the submission date of PGTR defined in the Final Overhaul Execution Plan approved by the Owner
2.3	Submission of detailed Overhaul execution report	20%	Date of completion of Overhaul defined in the Final Overhaul Execution Plan approved by the Owner + 1 week

1. The Bidder shall submit invoices upon achieving milestones stated in sub clause hereinabove. Authority shall make payment within 30 days of submission of invoices upon verifying the milestone for which invoice is submitted subject to deduction of any damages pursuant to Contract conditions
2. Applicable GST, over and above approved Fixed PMC Charge, at the time of invoicing shall be reimbursed by the Owner upon submission of proof thereof. The risk of applicability of any taxes, duties, and levies except GST, shall rest with the Bidder
3. The Owner 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

8. Insurance to be taken out by Bidder

- i. The Bidder shall procure and maintain, at its own cost, Professional Liability Insurance or other appropriate insurance required as per the Good Industry Practice or Bidder's own standard practices during the duration of the Contract. At the Authority's request, the Bidder shall provide evidence of insurance covers, or a certificate of all insurances maintained on request of Authority
- ii. The Bidder shall indemnify the Authority for any liability pertaining to loss of any life, health, accidents, travel, and any other losses to its personnel including subconsultant/specialist deployed by the Consultant to perform scope of work specified under this Contract
- iii. The entire responsibility on account of any accidents, damage or personal injury which may occur to any of The Bidder's vehicles/ equipment or his/its employees, or any outside party

shall be exclusively that of the Bidder, and no claim whatsoever shall be entertained by the Authority on this account. The Bidder shall keep the Authority indemnified from all the consequence

- iv. The Authority undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of the Bidder or specialists associated with the Bidder for the purposes of the Services, nor for any member of any such person
- v. In the event of any breakdown or accident during the course of any operation, the Bidder shall notify the facts to the Authority, 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 Authority

9. Non fulfilment of terms and conditions and Termination of Contract

1. If at any time during the currency of this contract, if any breach occurs due to the reasons attributed to the 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 Bidder. The Owner shall be entitled to forfeit the Performance Security as per Section 7.3 of Part 3 of this document as Liquidated damages
2. If the 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 Bidder as per Section 7.3 of Part 3 of this document. This, however, shall not absolve the 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 Bidder and the Bidder shall be responsible to pay such cost incurred by the Owner to complete the work and / or to get the work completed
3. Likewise, if the 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 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 Bidder
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 reduce the Contract work at any time without giving any notice or reason to the Bidder and without incurring any responsibility.

10. Contract terms and conditions

10.1 Statutory Obligations

1. That the Successful Bidder shall obtain license under the Bombay Shops and Establishment Act, and it shall pay wages and benefits in accordance with the applicable laws and shall not pay less than as notified by the Government

Authorities from time to time and shall maintain the employment records as required under applicable laws

2. That the Successful Bidder shall get his own License under Contract Labor (Regulation and Abolition) Act. It shall be binding to get the same renewed from time to time and shall maintain all the records as per the act
3. That the Successful Bidder shall be responsible to enroll his employees, deduct, add and deposit in the relevant accounts the contributions as required under the Employees State Insurance Act, 1952 and the Employees Provident Funds and Miscellaneous Provisions Act 1952 and any other enactment's covered under the various applicable labor laws as well as maintain all books of records for the staff and employees deputed by it for this contract such as required under any laws applicable. The Successful Bidder shall also furnish a copy of such statements as documentary proof to the Owner
4. That if the Successful Bidder is not covered under the Employees State Insurance Act, 1952 then it shall be the duty of the Successful Bidder to take appropriate insurance cover under the Workmen Compensation Act and take Group Personal Accident Policy for all the employees deputed at the project site
5. The Successful Bidder has to issue to the employee's Identity card with their photos and shall also maintain relevant register
6. That the Successful Bidder shall give leave/holiday to its workforce as per the provisions of labor laws applicable
7. Every person deployed by the Successful Bidder in a plant must wear safety gadgets to be provided by the Successful Bidder
8. Any statutory clearance, permission required for the work, its completion, commissioning shall be in bidder's scope
9. The Successful Bidder will be required to obtain License from the office of the Labor Commissioner for the required strength of labor, before commencement of work at site and the same shall be maintained updated and valid throughout the currency of the contract
10. If any amount becomes payable by the Owner as a result of any claim or application in terms of the provisions or non-compliance of provision of the any Acts, and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the

Successful Bidder for which the Owner will not be responsible for any compensation

11. That the Successful Bidder would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments
12. The Successful Bidder shall also indemnify the Owner against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract
13. The Successful Bidder shall comply with other statutory provisions of Law. The Successful Bidder shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary municipal and governmental permits, licenses and inspection and shall pay all fees and charges in connection with the items covered by the contract. The Successful Bidder shall serve the Owner harmless as a result of any infraction thereof. Successful Bidder will be solely liable for all non-compliances. The following are some of the major Government of India Acts and Regulations to be complied with by the Successful Bidder. The List is illustrative and not exhaustive.
 - The Factories Act of 1948 (63 to 1948) and Amendments and Rules (Amended up to date)
 - The Electricity Act, 2003 and rules made there under
 - The Indian Boiler Regulation Act, 1950 and rules made there under
 - The Minimum Wages Act, 1948
 - The Employees Compensation Act 1923 and Amendment Act 2010
 - The Payment of Wages Act 1936 and Amendment Act 2012
 - Payment of Bonus Act 1965 and Amended up to date
 - Contract Labor Regulations & Abolition Act 1970
 - Interstate Migrant Workmen (Regulations) Act 1979

10.2 Bankruptcy

1. If the Successful Bidder commits an act of Bankruptcy or goes into liquidation except for construction purposes, or if its business is carried on by a receiver, such receiver, liquidator or any person in whom the contract may become vested shall forthwith give notice thereof in writing to the Owner and in reasonable time during which he shall take all reasonable steps to prevent stoppage of performance of the contract, have the option of carrying out the contract subject to his or their providing such guarantees

as may be required by the Owner but not exceeding the value of the work for the time being remaining unexecuted

2. In the event of stoppage of performance under the contract, the period of option under this clause shall be decided by the Owner considering the situation, provided that the above option is not exercised, the Owner may terminate the contract by serving notice in writing to the Successful Bidder. The power and provision so reserved to the Owner on taking of the work out of the Successful Bidder's hands shall apply as far as they may be when the contract is so terminated

10.3 Notice

Written notice shall be deemed to have been duly served if delivered to the individual or to Successful Bidder or to the Signing Authority of the Owner from whom it is intended, or if delivered at or sent by mail or post, to the last business address known to him who gives the notice.

10.4 Canvassing not Permitted

1. Bidder should not canvass their offer personally or otherwise by approaching the Chairman or the Member of the Owner. If any Bidder wants to make any representation regarding his offer, he should write to the General Manager (Power), if he desires, but personal and oral representations are not permitted
2. In spite of the above clear instructions, any Bidder is found to canvass his offer or against his competitor's offer through personal approach to the competent authority or the officials of the Owner, their offer will be rejected without assigning any reason and the firm even is blacklisted

10.5 Indemnification

The 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 Bidder has responsibility for the care of the works to the extent resulting from 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 Bidder shall provide Undertaking of Indemnity, in the form of Annexure 10 of this document.

10.6 Arbitration

All questions, disputes, differences whatsoever which may at any time arises between the parties to this RFP and subsequent contract in connection with the RFP and subsequent contract or any matter arising out of or in relation thereto, shall be referred to Sole

Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto and the venue of arbitration proceedings shall be at Ahmedabad only. The Language of the Arbitration shall be in English only.

10.7 Governing Law

This RFP and subsequent Contract shall be construed and interpreted in accordance with and governed by the laws of India.

10.8 Jurisdiction

The matter related to any dispute or difference arising out of this RFP and subsequent contract shall be subject to the exclusive jurisdiction of Court at Ahmedabad only.

10.9 Completion of Work

1. Upon the Successful Bidder fulfilling the entirety of its obligations under the Contract to the satisfaction of the Owner and subject to terms and conditions of the Contract, it shall become eligible to apply for a Completion Certificate. The General Manger of the Owner shall formally issue the Completion Certificate, after verifying from the completion documents and satisfying himself that the Works under the Contract have been completed in accordance with all the provisions of this Contract. The Successful Bidder, after obtaining the Completion Certificate shall become eligible to present the final bill for the Works executed by it under the Contract
2. Upon completion of Works under the Contract and before the application for the Completion Certificate, the Successful Bidder shall clear the project of the Owner of all rubbish, dirt, structures, scrap, oily rags etc. Failure to clear the project may constrain the Owner to clear the said site at the risk and cost of the Successful Bidder
3. The Successful Bidder shall provide the Owner with any and all documents/records/proofs that may be demanded before issuance of Completion Certificate

10.10 Accident and Responsibilities of Bidder

1. The entire responsibility on account of any accidents, damage or personal injury which may occurred to any of the Successful Bidder's vehicles/ equipment or his/its employees, or any outside party shall be exclusively that of the Successful Bidder and no claim whatsoever shall be entertain by the Owner on this account. The Successful Bidder shall keep the Owner indemnified from all the consequence
2. In the event of any breakdown or accident during the course of any operation, the Successful Bidder shall notify the facts to the Project Authority, 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 Project Authority
3. The Successful Bidder shall pay all claims, damages and compensation with cost arising out of or resulting there from to the third party(s) and in case the Owner would be required to face any proceedings all to pay any amount on the aforesaid account, it shall be deemed to have been discharge on behalf of the Successful Bidder, the

same amount shall be recovered half-an hour rest interval in between. The Successful Bidder shall ensure that the attendance of all the supplied manpower shall be taken through biometric attendance machine

10.11 Foreclosure

1. In case of any necessity arising due to local working conditions or any unforeseen reason not in the control of the Owner or of the Successful Bidder, Committee comprising of representative of the Owner, Successful Bidder and Outside Expert from Technical and Financial background shall be constituted and Committee will look into the reasons/causes and analyze the conditions as to whether the work awarded is feasible to continue with the existing terms and conditions of the contract or any other available option or to Fore Close the contract in the interest of both the Owner and the Successful Bidder
2. If after study of the prevailing conditions of the contract under execution, committee recommends to Foreclose the contract keeping in view the financial implication to both the Owner and Successful Bidder, guideline/Modality of the Fore Closure of the contract shall be decided by the committee considering the work executed and unexecuted, period of the contract completed and balance period of the contract, value of the work executed and value of the work unexecuted etc.

10.12 Force majeure

1. Force majeure is herein defined as any cause which is beyond the control of the Successful Bidder or the Owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
2. Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war
3. Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases
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
5. For delay arising out of Force Majeure, the Successful Bidder will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Successful Bidder shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labor and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist
6. If any of the Force Majeure conditions exists in the place of operation of the Successful Bidder even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations

7. The Successful Bidder or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time

Part 3: Instructions to Bidders

1. Introduction

1.1 Bidding process overview

GMDC has adopted a single stage two packet envelope Bidding system separately for Technical Bid and Price Bid with evaluation as per Quality cum Cost Based System (QCBS) method as detailed out in Section 5.4 of Part 3 of this document.

Technical Bid and Price Bid shall be submitted online through <https://gmddc.nprocure.com>.

The Bids for which the Price Bid is submitted in hard copy / physical form shall be rejected as non-responsive.

Complete Bid shall be submitted on or before the time and date fixed for submission of technical and price Bids as detailed in Section 1.6 of Part 3 of this document. Bids delivered after the due dates will be rejected.

The Bidders need to offer their Bids which conform to the scope of work and terms and conditions detailed in Part 2 of this document.

As a first step, evaluation of Technical Bid will be conducted as per Section 6.2 of Part 3 of this document. Post the evaluation of Technical Bids, the Price Bids of only those Bidders meeting the pre-qualification and technical criteria detailed in Sections 5.1 and 5.2 of Part 3 of this document shall be opened.

Subsequently, a Price Bid evaluation of technically qualified Bidders will be carried out as per Section 6.3 of Part 3 of this document. The Bids will finally be ranked from the highest to lowest according to their combined technical and price scores (described as 'Composite Score') derived based on the Quality cum Cost Based Score (QCBS) specified Section 5.4 of Part 3 of this document. The Bidder obtaining the highest composite score shall be considered as the 'Preferred Bidder'.

1.2 Due diligence

Before Bidding, the Bidder shall undertake and shall be deemed before Bidding to have undertaken a thorough study of the proposed work, the job(s) involved, the Plant conditions, the labor, power, water, material and equipment availability, transport and communication facilities and temporary offices and accommodation quarters, and all other factors, constraints, and facilities necessary for the formulation of the Bid, supply of materials and the performance of the work.

The Bidder shall inspect and examine the Plant and its surroundings and shall satisfy themselves before submitting their Bid as to the nature of the ground present, physical conditions and all roads, approaches and lands which may be used temporarily otherwise in connection with the works, means of access to the Plant accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies & other circumstances which may influence or affect their Bid.

The intending Bidders shall be deemed to have visited the Plant and familiarized themselves thoroughly with the working conditions at the Plant before submitting the Bid. Non-familiarity with the Plant conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications.

It will be imperative on each Bidder to acquaint himself of all local laws, conditions and factors which may have any effect on the execution of works and supplies under the Bid document. In their own interest, Bidder is requested to familiarize themselves with (but not limited to) the Indian Income Tax Act 1961, Indian Companies Act 2013, Customs Act 1962, Factory Act, Contract Labor Act 1970, Arbitration Act 1996, EPF Act 1952, Employees State Insurance Act (ESI) 1948 & other related applicable Acts and Laws & Regulations of India, with their latest amendments, as prevalent in India. Owner shall not entertain any request for clarification from the Bidder regarding such local conditions.

It must be understood and agreed that such factors have properly been investigated and considered while submitting the Bid. No claim for financial and other adjustments to the Contract price, on account of lack of clarity or proper understanding of such factors, shall be entertained.

1.3 Acknowledgement by Bidder

By submitting the Bid, the Bidder acknowledges that:

1. It has made a complete and careful examination of the scope of work and terms and conditions mentioned in Part 2 of this document
2. It has made available all the relevant information requested by GMDC
3. It accepts the risks of inadequacy, or error due to improper due diligence on its part as described in Section 1.2 of Part 3 of this document
4. It does not have any conflict of interest
5. It is bound by the undertakings provided by it under and in terms hereof

GMDC shall not be liable for any omission, mistake, or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by GMDC.

1.4 Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bid Process. GMDC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

1.5 RFP Fee

Bidder will need to submit non-refundable RFP Document/RFP Fee of INR 17,700 (i.e., RFP fee of INR 15,000 plus 18% GST). The RFP Document Fee shall be submitted in the form of a Demand Draft in favor of **“Gujarat Mineral Development Corporation Limited”** and **payable at Ahmedabad** along with the Bid as per marking and sealing Section. This Demand Draft for RFP document shall be non-refundable. Bids that are not accompanied by the RFP Fee in acceptable amount and form shall be considered non-responsive and shall be consequently rejected.

1.6 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
RFP release	Issuance of Bid Package to Bidders	RFP shall be available from 29 th April 2023 from the website http://www.gmdcltd.com and https://gmdc.nprocure.com
Bid queries	Deadline for receiving queries from Bidder	Bidders may send their queries by 8 th May 2023 up to 1700 hrs. on the following e-mail ID: jndave@gmdcltd.co.in , power@gmdcltd.com
	Pre-Bid meeting	The pre-Bid meeting shall be held at 1100 hrs. on 11 th May 2023 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://gmdc.nprocure.com on or before 22 nd May 2023
	Submission of Technical Bid (hard copy), RFP Fee and EMD in person	Bidders shall submit their Technical Bids strictly after the submission of the Price Bid but on or before 23 rd May 2023 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 fee, and EMD shall be made by Speed Post / RPAD / Hand / Courier
	Technical presentations by Bidders	To be informed to the Bidder in advance
Vendor selection	Evaluation of Technical and Price Bids and selection of Vendor	To be informed to the Bidder after the Bid submission date

2. Bid requirements

2.1 Bid validity

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.

In exceptional circumstances, prior to expiry of the original Bid Validity Period, relevant authorities from GMDC may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security / EMD. A Bidder agreeing to the request will not be required or permitted to modify his Bid but will be required to extend the validity of his Bid Security/EMD for the period of the extension, and in compliance with Section 2.5 of Part 3 of this document in all respects.

2.2 Number of Bids by Bidder

No Bidder shall submit more than one Bid pursuant to this RFP. If a Bidder submits or participates in more than one Bid, such Bids by the Bidder shall be disqualified.

2.3 Governing law and jurisdiction

The Bidding process shall be governed by and construed in accordance with the Indian laws and the courts at Ahmedabad, Gujarat shall have exclusive jurisdiction over all disputes arising under, pursuant to, and / or in connection to the Bidding process.

2.4 GMDC's right to accept and reject any Bids or all Bids

Notwithstanding anything contained in this RFP, GMDC reserves the rights to accept or reject any Bid and to annul the Bidding process / Bid evaluation process and reject all Bids at any time without any liability or any obligations for such acceptance, rejection, or annulment, without assigning any reasons thereof.

It shall be deemed that by submitting the Bids, the Bidder agrees and releases GMDC, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and / or performance of any obligations hereunder, pursuant hereto and / or in connection to the Bidding process and waives, to the fullest extent permitted by Applicable Laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

Without prejudice to the generality of the above terms, GMDC reserves the right to reject any Bid if:

1. The Bid does not meet the technical eligibility and qualification criteria specified in this RFP
2. A material misrepresentation is made or discovered at any time, or if the Bidder is found to be indulging in fraudulent and corrupt practices

3. The Bidder does not provide, within the time specified by GMDC, the supplemental information sought by GMDC for evaluation of the Bid
4. The Bidder submits a conditional Bid

If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then GMDC reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of GMDC, including annulment of the process.

2.5 Earnest Money Deposit (EMD) / Bid Security

The Bidder shall furnish a separate Bid Security (described as 'Earnest Money Deposit') as part of its Bid as per the given format. The Bid Security / EMD shall be sealed in separate sealed envelope along with the RFP fee, as described in Section 4.4 of Part 3 of this document. An amount of INR 20 Lakhs shall be approved as EMD by the banks approved by the Government of Gujarat from time to time except for co-operative banks, in favor of "Gujarat Mineral Development Corporation Ltd." The list of approved banks has been listed in Annexure 14.

The EMD shall be in any of the below mentioned format:

1. Account payee Demand Draft / Banker's Cheque
2. An irrevocable Bank Guarantee, as per Annexure 12, payable at Ahmedabad and valid for a period of 210 (two hundred and ten) days from the Bid submission date in the prescribed format. The validity of the bank guarantee may be extended as per mutual agreement between GMDC and the Bidder, as per Section 2.1 of Part 3 of this document.

Any Bid not accompanied with valid Earnest Money Deposit and RFP fee in the acceptable amount, form, and validity period will be summarily rejected by GMDC as being non-responsive and Bids of such Bidder shall not be evaluated further. The Bidder shall also submit a blank cheque along with the bid submission, providing the Bidder's bank details to GMDC

GMDC shall not be liable to pay any interest on the Bid Security/EMD deposit and the same shall be interest free.

The EMD shall be furnished in Indian Rupees only.

The Bid Security of unsuccessful Bidders will be returned by GMDC, as promptly as possible on acceptance of the Bid of the Preferred Bidder or if and when GMDC cancels the Bidding process. Where Bid Security has been paid by Demand Draft/ Banker's Cheque deposit, the refund thereof shall be in the form of an account payee demand draft in favor of the unsuccessful Bidder(s). Bidders may, by specific instructions in writing to GMDC, give the name and address of the person in whose favor the said demand draft shall be drawn by GMDC for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.

The Preferred Bidder's EMD will be returned, without any interest, upon the Preferred Bidder signing the Agreement and furnishing the Performance Security in accordance with the provision thereof or if and when GMDC cancels the Bidding.

GMDC shall be entitled to forfeit and appropriate the Bid Security as damages inter alia in any of the events specified below. The Bidder, by submitting its Bid, shall be deemed to have acknowledged and confirmed that GMDC will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

1. If a Bidder engages in corrupt, fraudulent, coercive, undesirable, or restrictive practices as specified in Section 8 of Part 3 of this document
2. If a Bidder withdraws its Bid during the Bid validity period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and GMDC
3. In the case of a Successful Bidder if it fails within the specified time limit:
 - a. to sign and return the duplicate copy of LOA
 - b. to sign the Agreement within the time period specified by GMDC
 - c. to furnish the Performance Security within the period prescribed therefore in the RFP, or commits any breach prior to furnishing the Performance Security

3. Pre-Bid activities

3.1 Content of the RFP

This RFP comprises of the content listed below and may additionally include any addenda issued in accordance with Section 3.4 of Part 3 of this document.

Part 1: Introduction

Part 2: Terms of reference / Scope of work

Part 3: Instructions to Bidders

Part 4: Annexures

3.2 Clarification to RFP document

Bidders requiring any clarification on the RFP may notify GMDC in writing through email at the address provided in Section 1.6 of Part 3 of this document.

Bidders must send in their queries on or before the date mentioned in Section 1.6 of Part 3 of this document in order to enable GMDC to have adequate notice of the said queries so that the same can be addressed at the Pre-Bid Meeting or shortly later.

GMDC shall endeavor to respond to the queries within a short span of time prior to the Bid submission date. The responses to queries will be uploaded on website of GMDC <http://www.gmdcltd.com> and <https://gmdc.nprocure.com>.

GMDC is not bound to take cognizance of any queries raised after the date specified in Section 1.6 of Part 3 of this document.

GMDC shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, GMDC reserves the right not to respond to any question or provide any clarification, at its sole discretion, and nothing in this Section shall be taken or read as compelling or requiring GMDC to respond to any question or to provide any clarification.

GMDC may also on its own motion, if deemed necessary, issue interpretations and clarifications and amendment to RFP. All clarifications and interpretations issued by GMDC shall be deemed to be part of the Bidding documents. Verbal clarifications and information shall not in any way or manner be binding on GMDC.

3.3 Pre-Bid meeting

A pre-Bid meeting would be held at time and an address specified in Section 1.6 of Part 3 of this document. Bidders are advised to attend the meeting and will do so at their own expense.

During the course of pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of GMDC. GMDC shall endeavor to provide clarifications and such further information as it may, in its sole discretion, considered appropriate for facilitating a fair, transparent and competitive Bidding process.

Responses to Bidders' clarification would be shared by uploading such responses online on GMDC's website (i.e. <http://www.gmdcltd.com> and <https://gmdc.nprocure.com>), if required, in the form of an addendum and or corrigendum.

Non-attendance at the pre-Bid meeting shall not be a cause for disqualification of a Bidder. However, terms and conditions of the addendum(s) shall be legally binding on all the Bidders irrespective of their attendance at the pre-Bid meeting.

3.4 Amendment of Bidding documents

At any time prior to the Bid submission date, GMDC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addenda/corrigendum.

Any addendum/corrigendum issued hereunder will be in writing and shall be uploaded on GMDC's website <http://www.gmdcltd.com> and <https://gmdc.nprocure.com>.

In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, GMDC may, in its sole discretion, extend the Bid submission date.

4. Preparation and submission of Bids

4.1 Language of Bid

The Bids and all related correspondence and documents in relation to the Bidding process shall be in English language. All supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the Bidder.

The Bidders shall ensure that any number mentioned in the Bid shall be followed by words in relation to such numerical format of the number, and in the event, there is a conflict in the numerical and the word format of the number, the number provided in words shall prevail.

4.2 Bid currency

All prices quoted in the Bid shall be quoted in Indian National Rupee(s) (INR).

4.3 Format and signing of Bid

The Bidder shall provide all the information sought under this RFP. GMDC will evaluate only those Bids that are received in the required formats and complete in all respects.

The Bid must be properly signed by the authorized signatory as detailed below:

1. Proprietor, in case the Bidder is a proprietary firm, or
2. Duly authorized person holding a Power of Attorney, in case Bidder is either a Limited Company or a Limited Liability Partnership firm

In case of the Bidder being Company incorporated under Indian Companies Act 1956/2013, the Power of Attorney shall be supported by a Board Resolution in favor of the person vesting power to the person signing the Bid.

4.4 Sealing and marking of Bids

4.4.1 EMD and RFP fee

The original instruments of the Bid Security of the required value and in the approved format as specified in Section 2.5 of Part 3, along with the RFP fee as specified in Section 1.5 of Part 3 shall be sealed in an envelope on which the following shall be superscribed:

“RFP No. GMDC/Power/ATPS/01/23-24 for selection of Project Management Consultant of GMDC’s 2X125 MW Akrimota Thermal Power Station, Gujarat – EMD and RFP Fee”.

4.4.2 Technical Bid

The technical Bid shall be submitted in hard copy and shall include the following documents:

S. No	Reference	Document details
1	Annexure 2	Letter of Bid submission signed by authorized signatory of Bidder
2	Annexure 3	Bidder's experience and credentials <ul style="list-style-type: none">– Certificate of incorporation, MoA, AoA, GSTIN registration– Evidence for work experience of similar nature – copy of work order, Contract and completion certificate, or Contract awarded, and threshold amount received if client documents are confidential

S. No	Reference	Document details
3	Annexure 4	Declaration of Key Personnel as per requirements of the RFP
4	Annexure 5	Statutory auditor/registered chartered accountants statement specifying revenue for last three financial years and net worth for last financial year
5	Annexure 6	No blacklisting certificate on stamp paper
6	Annexure 7	No deviation certificate
7	Annexure 8	Authorization of signatory in the form of Board Resolution/ or Power of Attorney (POA notarized and Applicable in case of Bid not being signed by the person directly authorized by the firm), as applicable
8	Annexure 9	Undertaking
9	Annexure 10	Undertaking of Indemnity
10		RFP documents issued along with updated addendums/amendments thereto, duly signed by the Bidder through its authorized signatory on all pages.

The documents required as part of the Technical Bid shall be submitted in hard copy in person as per the required format. All the documents shall be placed and sealed in an envelope on which the following shall be super scribed:

“RFP No. GMDC/Power/ATPS/01/23-24for selection of Project Management Consultant of GMDC’s 2X125 MW Akrimota Thermal Power Station, Gujarat – Technical Bid”.

Both envelopes specified in Sections 4.4.1 and 4.4.2 shall be placed in an outer envelope and the following shall be super scribed:

“RFP No. GMDC/Power/ATPS/01/23-24 for selection of Project Management Consultant of GMDC’s 2X125 MW Akrimota Thermal Power Station, Gujarat – Bid Submission”.

The envelopes shall be submitted to the address mentioned in Section 1.6

4.4.3 Price Bid

Price Bids hall be duly filled by the Bidder at designated places on <https://gmdc.nprocure.com> as per the format provided in the Annexure 11.

4.5 Bid submission date

The last date and time of submission of the Bids (the “Bid submission date”) are specified in Section 1.6. The Bidders shall duly submit their Technical and Price Bids according to the dates specified.

GMDC may, in its sole discretion, extend the Bid submission date by issuing an addendum uniformly for all Bidders as per Section 3.4. In such event, the extended Bid submission date shall be applicable for all Bidders. Any such change in the Bid submission date shall be notified to the Bidders by uploading the addenda on GMDC's website <http://www.gmdcltd.com> and <https://gmdc.nprocure.com>.

4.6 Late submission

Physical submissions for Technical Bid and EMD and RFP fee received by GMDC after the specified time and date shall not be eligible for consideration and shall be summarily rejected.

GMDC shall not be responsible for any delay or non-receipt / non-delivery of any documents/ or technical issues pertaining to online Bid. The Bidder is expected to take its registration for e-RFPing well in time and complete all procedure relating to e-submission well in time so that there is time for handling any technical glitches. Bidders who are not familiar with the procedure for online Bidding may use the training made available by e Bidding platform nProcure. The contact details of nProcure are as follows:

nCode Solutions (A Division of GNFC Ltd.)

403, GNFC Infotower, Bodakdev,

Ahmedabad - 380054. India

Sales : 079- 4000 7323

Support : 079- 4000 7300

Email : nprocure@ncode.in

4.7 Modification and withdrawal of Bids

Bidder shall not be able to modify any part of its Bid after the Bid submission date. In order to avoid forfeiture of Bid Security, a Bidder may withdraw its Bid after online submission thereof. The Bidder may modify, substitute, or withdraw its Bid online after submission, prior to the Bid submission date.

Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid submission date, unless the same has been explicitly sought for by GMDC, shall be disregarded.

5. Bid evaluation criteria

5.1 Pre-qualification criteria

Category	Parameter	Supporting docs
Statutory	At least one office in India which has been operational for the last three years or more	Certificate of incorporation, MoA, AoA, GSTIN registration
	Not blacklisted by any Public Sector Undertaking (PSU) / Central or State Government in India / Central or State Government undertaking	- No blacklisting certificate - On 300 Rs. Stamp paper

Financial	Average audited annual revenue of INR 50 Cr per annum for last three years (FY2020 to FY2022)	- Revenue and net worth statement - On auditor's / CA's letterhead, signed with seal
	Positive net worth as on 31 st March 2022	- Revenue and net worth statement - On auditor's / CA's letterhead, signed with seal
Operational	At least one Contract of similar works ¹ of value > INR 5 Cr, or two Contracts of value > INR 4 Cr, or three Contracts of value > INR 3 Cr in the last seven years (FY2017 to FY2023)	Relevant portions of the work order / Contract / completion certificate for Contracts undertaken

5.2 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.

5.2.1 Technical Bid

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

Category	Parameter	Thresholds	Scores
Prior Experience (40 marks)	No. of years of experience as PMC in execution of EPC / Overhauling of coal or lignite based thermal power plants / major steam boilers / major steam turbines in India, with a plant capacity of 125 MW or higher	15 points - >= 5 years 12 points - >= 4 years 9 points - >= 3 years 6 points - >= 2 years 3 point - >= 1 year	15
	Number of PMC projects completed in India with a contract value greater than INR 10 crores	10 points - >= 5 projects 8 points – 4 projects 6 points – 3 projects 4 points – 2 projects 2 points – 1 project	10

¹ Similar works include – Engineering, Procurement and Construction (EPC) of a coal or lignite based thermal power plant, or EPC of coal or lignite based large boilers/turbines, or Overhauling of a coal or lignite based thermal power plant, or Overhauling of large boilers/turbines

Category	Parameter	Thresholds	Scores
	Portfolio of PMC experience for EPC / Overhauling of coal or lignite based thermal power plants / major steam boilers / major steam turbines in India	10 points - >= 1500MW 8 points - >= 1000MW 6 points - >= 750 MW 4 points - >= 500 MW 2 point - < 500 MW	10
	Largest individual PMC project for EPC / Overhauling of coal or lignite based thermal power plant / major steam boilers / major steam turbines in India	5 points - >= 250 MW 4 points - >= 200 MW 3 points - >= 150 MW 2 points - >= 100 MW 1 point - < 100MW	5
On-Ground Team Capabilities (20 marks)	Team leader	20+ years' exp. – 4 <20 years' exp. – 2 <15 years' exp. – 0	4
	Four Function Leaders (Mechanical, Electrical, Instrumentation, Civil) <i>Note – Scoring for Admin & HR function shall not be performed</i>	12+ years' exp. – 2 (per function) <12 years' exp. – 1 (per function) <10 years' exp. – 0 (per function)	2
	Four Technical Experts (Boiler & ESP, Turbine & auxiliaries, DCS and Instrumentation, Balance of Plant)	12+ years' exp. – 2 (per expert) <12 years' exp. – 1 (per expert) <10 years' exp. – 0 (per expert)	2
Technical Presentation (40 marks)	As per scores defined in Section5.2.2	As per scores defined in Section5.2.2	40

The minimum qualification criteria of proposed team as specified in the table hereinabove, is specified below –

Position	Minimum Qualification	Minimum years of exp. Post qualification experience	Minimum Qualification Experience
Team Leader	Graduation in Mechanical / Electrical / Power / Instrumentation / or equivalent Engineering (BE/B.Tech)	15 years	Experience of working on at least 5 PMC engagements related to EPC / Overhauling of coal or lignite based thermal power Plant / large boilers / large turbines

Position	Minimum Qualification	Minimum years of exp. Post qualification experience	Minimum Qualification Experience
Function Leaders	Graduation in Mechanical / Electrical / Power / Instrumentation / or equivalent Engineering (BE/B.Tech)	10 years	Experience of working on at least 2 PMC engagements related to EPC / Overhauling of coal or lignite based thermal power Plant / large boilers / large turbines
Technical Experts	Graduation in Mechanical / Electrical / Power / Instrumentation / or equivalent Engineering (BE/B.Tech)	10 years	Experience of at least 10 years in design / operations and maintenance / EPC / Overhauling of coal or lignite based thermal power projects

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.

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

Category	Parameter	Score
PMC capabilities in thermal power plants	Successful case studies of coal or lignite based thermal power projects including examples of overhauling, performance improvement, and sustenance post completion of the project	10
	Perspectives and best practices for Overhauling of a 2X125 MW thermal power plant based on previous experiences	
Key personnel	Personnel with prior experience in Overhauling of coal or lignite based thermal power plants	5
	Proposed team and roles of the key personnel for the project	
Approach and methodology	Plan to ensure interface control among Vendors and timely Overhauling of the Plant	25
	Plan for Procurement of all equipment / material / spares / services/ works for the Overhaul	

Category	Parameter	Score
	Plan for timely execution of Overhaul activities at Plant post Procurement	
	Plan to ensure quality assurance, proactive risk identification and mitigation during the Overhaul	
	Reporting and governance mechanism for effective performance monitoring	

5.3 Financial Score

The Bidders obtaining a Technical Score (sum of scores of Technical Bid and Technical Presentation) of minimum 60 (sixty) shall be considered as technically qualified Bidders. The Price Bid of only the technically qualified Bidders shall be opened.

The Bidders shall be required to quote the Fixed PMC Charge for the project, as per the format provided in Annexure 11, through online submission of Price Bids.

The Financial Score shall then be evaluated as follows:

$$\text{Financial Score (FiS)} = \frac{\text{FiL}}{\text{FiC}} \times 100$$

Where,

FiL is the L1 (Lowest Bidder)'s Fixed PMC Charge for the project

FiC is the Fixed PMC Charge for the project quoted by the Bidder

The Bidder recording the lowest Fixed PMC Charge for the project among all technically qualified Bidders shall be given maximum score of 100.

5.4 Composite Score

The Composite Score of the Bidders shall be computed using the Technical Score and the Financial Score as follows:

$$\text{Composite Score (CS)} = \text{Technical Score (TeS)} \times 70\% + \text{Financial Score (FiS)} \times 30\%$$

The technical criteria have been assigned a weightage of 70% while the commercial criteria have been assigned a weightage of 30%.

The Bidder obtaining the highest Composite Score shall be declared the Preferred Bidder. In case of a tie between two or more Bidders based on the Composite Score (i.e., two or more Bidder obtain the same Composite Score), the Bidder securing the higher Technical Score (TeS) among the tied Bidders shall be declared as the Preferred Bidder.

After discussions at the discretion of GMDC, the LOA would be granted to the Preferred Bidder who would then be the Successful Bidder with whom the Agreement shall be signed.

6. Bid evaluation process

6.1 Opening of technical Bid

The Bidder's names, the presence or absence of requisite RFP Fee and Bid Security and such other details, as GMDC in its sole discretion may consider appropriate, shall be announced at the opening of Technical Bid.

GMDC will subsequently examine and evaluate Technical Bids in accordance with the provisions set out hereunder in Section 6.2.

6.2 Evaluation of technical Bid

The Bidders shall be required to submit documents as per Section 4.4.2 along with supporting documents. GMDC shall examine and evaluate the Technical Bids as per the evaluation steps specified below.

6.2.1 Test of responsiveness

Prior to evaluation of the Technical Bids, GMDC shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

1. The EMD, RFP Fee, and Technical Bids are submitted in hard copy as per the appropriate formats in person as per Section 4.4.1 and 4.4.2 within the Bid submission date
2. The Price Bid is submitted online as per the appropriate format within the Bid submission date
3. It does not contain any conditionality
4. It is not non-responsive to the terms hereof and any other condition specified elsewhere in the RFP

GMDC reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by GMDC in respect of such Bid.

Evaluation of pre-qualification criteria and document checks of only those Bidders shall be carried out whose Bids determined to be responsive.

6.2.2 Assessment of pre-qualification criteria

GMDC shall examine and evaluate the pre-qualification of each Technical Bid upon determining its responsiveness as per Section 6.2.1.

The Bidder must meet pre-qualification criteria specified in Section 5.1 and have submitted all documents as per Section 4.4.2 in order to qualify for next stage of assessment.

Evaluation of Technical Bids to assign Technical Score of only those Bidders shall be carried out whose Bids are meeting the pre-qualification criteria and submitted all required documents.

6.2.3 Determination of technical score

GMDC shall examine and assign Technical Score to each pre-qualified Bid as per the scoring mechanism described in Section 5.2.1.

Responsive and pre-qualified Bidders shall be called to make a Technical Presentation as per the parameters specified in Section 5.2.2 and shall be scored by the committee.

The Technical Score of each Bid shall be calculated as the sum of the scores obtained in Technical Bid and Technical Presentation.

The Bids of the Bidders determined to be responsive, meeting the pre-qualification criteria, and obtaining a Technical Score of minimum 70 will be declared as technical qualified Bids, and the Bidders thereby shall be declared as technically qualified Bidders.

6.3 Evaluation of Price Bid

The Bidders shall be required to submit documents as per Section 4.4.3. GMDC shall examine and evaluate the PriceBids as per the evaluation steps specified below.

6.3.1 Opening of Price Bid

The Price Bids of only the Bidders determined to be responsive and meeting the Pre-Qualification Criteria and obtaining required Technical Score in accordance with Section 6.2 shall be opened.

The time and date of opening of Price Bids shall be informed to the Bidders who are declared as technical qualified Bidders pursuant to Section 6.2.3 in advance. The name of Bidder, Bid rates, etc. will be announced at such opening.

6.3.2 Determination of financial score

GMDC shall determine the Financial Score for each technical qualified Bid as specified in Section 5.3.

6.4 Determination of composite score

The Technical Score and Financial Score obtained by the Bidder shall be combined as per the formula provided in Section 5.4.

The Bidder obtaining the highest Composite Score shall be declared the Preferred Bidder. In case of a tie between two or more Bidders based on the Composite Score (i.e., two Bidder obtain the same Composite Score), the Bidder securing the higher Technical Score (TeS) among the tied Bidders shall be declared as the Preferred Bidder.

After negotiations at the discretion of GMDC, the LOA would be granted to the Preferred Bidder who would then be the Successful Bidder with whom the Agreement shall be signed.

6.5 Clarification of Bids and request for information

To facilitate evaluation of Bids, GMDC may, at its sole discretion, seek in writing / in-person meetings, clarifications / documents / missing information from any Bidder pertaining to its Bid. If the response from the Bidder is not received by GMDC before the expiration of the deadline prescribed in the written request, GMDC reserves the right to proceed with the evaluation process at the total risk and cost of the Bidder.

6.6 Verification and disqualification

GMDC reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by GMDC, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by GMDC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of GMDC there under.

GMDC reserves the right to reject any Bid and / or appropriate EMD if:

1. At any time, a material misrepresentation in terms of misleading or false representation is made or uncovered, or
2. The Bidder does not provide, within the time specified by GMDC, the supplemental information sought by GMDC for evaluation of the Bid
3. In case of fraudulent Bid and the Bidder is found to be involved in fraudulent and corrupt practice as per Section 8
4. In case the Bidder has any conflict of interest as per Section 9
5. A Bidder makes an effort to influence GMDC in its decisions on the evaluation process/ selection process
6. While evaluating the Bid, if it comes to GMDC's knowledge expressly or implied, that some Bidders may have compounded in any manner whatsoever or otherwise joined to form an alliance resulting in distorting competitive price discovery or delaying the processing of proposal
7. Record of poor performance such as abandoning the work, rescinding of Contract for which the reasons are attributable to the non-performance of the Bidder, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy
8. A Bidder submits or participates in more than one Bid under this RFP

If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder as per award criteria gets disqualified / rejected, then GMDC reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of GMDC, including annulment of the process.

In case it is found during the evaluation of Bids or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the pre-qualification criteria/ technical criteria have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Bidder either by issue of the LOA or entering into the Contract, and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the

contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by GMDC to the Successful Bidder or the Bidder, as the case may be, without GMDC being liable in any manner whatsoever to the Successful Bidder or the Bidder. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the RFP and/or the Contract.

6.7 Contacts during Bid evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time GMDC makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested Parties are advised to refrain, save and except as required under the Bidding documents, from contacting by any means, GMDC and/ or their consultants/ employees/representatives on matters related to the Bids under consideration.

6.8 Correspondence with Bidder

Save and except as provided in this RFP, GMDC shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

6.9 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising GMDC in relation to, or matters arising out of, or concerning the Bidding process. GMDC will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. GMDC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or GMDC or as may be required by law or in connection with any legal process.

7. Appointment of Bidder

7.1 Notification of award

Prior to expiry of the Bid Validity Period, GMDC shall notify the Preferred Bidder as the Successful Bidder through letter that their Bid has been accepted. This letter ("Letter of Award"/ "LOA") shall be issued, induplicate, and shall specify the sum which GMDC shall pay to the Successful Bidder and sum that the Successful Bidder shall pay to GMDC in consideration of scope as per the terms of Contract.

Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, GMDC may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of

such Bidder as damages on account of failure of the Successful Bidder to acknowledge the LOA, and the next eligible and qualified Bidder may be considered.

7.2 Signing of agreement

After acknowledgement of the LOA as aforesaid by the Successful Bidder, it shall cause the Successful Bidder, subject to furnishing the Performance Security as per the RFP provisions, to execute/sign the Agreement within the 30 (thirty) days from the date of LOA.

The Successful Bidder shall get correct amount of Stamp Duty adjudicated (Stamp Paper of Rs. 300 denominations can be used), at Ahmedabad in accordance with Applicable Law and submit the same in two copies duly stamped and executed within 30 (thirty) days from the dispatch of Letter of Award. GMDC shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under Applicable Law, shall be paid by the Successful Bidder.

After the signing of Agreement, the Successful Bidder shall be called the "Contractor".

7.3 Performance Security

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 13) for amount of equivalent to 10% (Ten percent) of the Fixed PMC Charge quoted for the Turnaround of 2X125 MW thermal power project at Akrimota (without GST), payable to GMDC by the Successful Bidders (the "Performance Security") from the banks approved by the Government of Gujarat from time to time except for co-operative banks. Such Performance Security shall be in favor of "Gujarat Mineral Development Corporation Ltd" and admissible and payable at Ahmedabad branch from the banks approved by the Government of Gujarat from time to time except for co-operative banks.

The Successful Bidder will be bounded for conflict resolution for a period of 12 (twelve) months after the completion of the Contract. Hence, the Bidder shall maintain a valid and binding Performance Security for a period of 24 (twenty-four) months. The Bidder shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the tenure of the Contract and thereafter until expiry of twelve months. In case tenure of the Contract is extended then the Bidder shall have to renew Performance Security for a period of extended tenure.

If the Successful Bidder, fails to furnish the Performance Security, it shall be lawful for GMDC to forfeit the EMD and cancel the Contract or any part thereof.

GMDC shall be entitled to forfeit and appropriate the amount of the Performance Security in whole or in part:

1. in the event GMDC requires to recover any sum due and payable to it by the Bidder including but not limited to damages; and which the Bidder has failed to pay in relation thereof; and
2. in relation to Bidder's breach in accordance with the terms contained in the Agreement

At any time during the Validity Period, the Performance Security has either been partially or completely been encashed by GMDC in accordance with the provision of the Agreement, the Bidder shall within 15 (fifteen) days of such encashment either replenish, or provide a fresh Performance Security, as the case may be, failing which GMDC shall be entitled to terminate the Agreement.

At the end of the tenure of the Contract, the Performance Security shall be returned to the Bidder without any interest, subject to any deductions which may be made by GMDC in respect of any outstanding dues under the terms of the Agreement.

7.4 Proprietary data

Subject to the provisions of Section 6.9, all documents and other information provided by GMDC or submitted by Bidder to GMDC shall remain or become the property of GMDC. Bidder is to treat all information as strictly confidential. GMDC will not return any Bid, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to GMDC in relation to the assignment pursuant to the scope of work / terms of reference shall be the property of GMDC.

7.5 Tax liability

The rates quoted in Price Bid Annexure 11 shall be inclusive of all taxes, duties, surcharge Levies etc. as applicable except applicable Goods and Service Tax. Applicable GST at the time of invoicing shall be reimbursed by GMDC.

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.

8. Fraudulent and corrupt practices

The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, GMDC may reject a Bid, withdraw the LOA, or terminate the Contract, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder or as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in the Bidding process. In such an event, GMDC shall be entitled to forfeit and appropriate the EMD, as the case may be, without prejudice to any other right or remedy that may be available to GMDC under the Bidding documents and/ or the Contract, or otherwise. In case of cancellation of Contract, if already awarded, GMDC shall be entitled to recover from the Bidder the amount of any loss arising from such cancellation in accordance with provisions of RFP document.

Without prejudice to the rights of GMDC hereinabove and the rights and remedies which GMDC may have under the LOA or the Contract or otherwise if a Bidder as the case may be, is found by GMDC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding process, or after the issue of the LOA or the execution of the Contract and/or

otherwise, such Bidder shall not be eligible to participate in any RFP or RFP issued by GMDC during a period of 2 (two) years from the date of identification of such practice.

For the purposes of this Section 8, the following terms shall have the meaning hereinafter respectively assigned to them:

1. **“Corrupt practice”** shall mean (i)the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of GMDC who is or has been associated in any manner, directly or indirectly, with the Bidding process or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of GMDC, shall be deemed to constitute influencing the actions of a person connected with the Bidding process); or (ii) engaging in any manner whatsoever, whether during the Bidding process or after the issue of the LOA or after the execution of the Contract, any person in respect of any matter relating to the LOA or the Contract or otherwise, who at any time has been or is a legal, financial or technical adviser of GMDC in relation to any matter concerning the assignment
2. **“Fraudulent practice”** shall mean a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding process
3. **“Coercive practice”** shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding process
4. **“Undesirable practice”** shall mean(i)establishing contact with any person connected with or employed or engaged by GMDC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding process; or (ii)having a Conflict of Interest as per Section 9

“Restrictive practice” shall mean forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding process

9. Conflict of Interest

The Bidder shall not have a conflict of interest that may affect the selection process. Any Bidder found to have a conflict of interest shall be disqualified. In the event of disqualification, GMDC shall forfeit and appropriate the Bid Security, if available, or as mutually agreed genuine pre-estimated compensation and damages payable to GMDC for, inter alia, the time, cost, and effort of GMDC including consideration of such Bid, without prejudice to any other right or remedy that may be available to GMDC hereunder or otherwise.

GMDC requires that the appointed Bidder provide professional, objective, and impartial advice and at all times hold GMDC’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other

clients, or that may place it in a position of not being able to carry out the assignment in the best interests of GMDC.

Without limiting the generality of the above, shall be deemed to have a conflict of interest affecting the selection process, if the relationship between two Bidders is established through common holding, either directly or through associates, of at least 26% holding of equity/profit sharing in another company/firm, or in each other and other terms as specified hereunder:

1. The Bidder, its member or associate (or any constituent thereof) and any other Bidder, its member or associate (or any constituent thereof) have common controlling Ownership interest. Common controlling Ownership interest for Company, Limited Liability Partnership Firm is defined as follows. Associates of the Bidding firm shall mean parent and/or subsidiary and/or sister concerned firm having meaning specified in definition Section:
 - a. **If Bidder is a Company:** In such case, the Bidder (including its associate or any shareholder thereof of Bidder and/or its associates) possessing over 26% of the paid up and subscribed capital in its own company or associate as the case may be, also holds:
 - i. more than 26% of the paid up and subscribed equity capital in the other Bidder, its member or associate of such other Bidder or associates is company and/or
 - ii. More than 26% of profit sharing in other Bidder or associates such other Bidder or associates is a Limited Liability Partnership firm and/or
 - b. **If Bidder is a Limited Liability Partnership Firm:** In such case, the Bidder or its partners or associate having a profit sharing of more than 26% of such Bidder or its partners or associate as the case may be also holds:
 - i. more than 26% of the paid up and subscribed equity capital in the other Bidder or associate of such other Bidder, its member or associates is company and/or
 - ii. more than 26% of profit sharing in other Bidder or its associates such other Bidder or its associates is a Limited Liability Partnership firm and/or
2. A constituent of such Bidders is also a constituent of another Bidders, or
3. Such Bidders receive or has received any direct or indirect subsidy or grant from any other Bidder/s, or has provided any such subsidy to any other Bidders, or
4. Such Bidder has the same legal representative for purposes of this Bid as any other Bidders or
5. such Bidders have a relationship with another Bidders, directly or through common third Parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidders or
6. there is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to GMDC for this assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment
7. The Bidder shall furnish an affirmative statement as to the existence of, or potential for conflict of interest on the part of the Bidder due to prior, current Contracts, engagements,

or affiliations with GMDC. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP

Part 4: Annexures

Annexure 1: Brief description of the Project

GMDC has been operating a 2X125 MW lignite-based thermal power Plant (Akrimota Thermal Power Station, ATPS) over the past 15 years. ATPS has two units of 125 MW each, commercial operations for which started in May2006, and March 2007 respectively.

ATPS procures lignite required for generation of power from GMDC's mines (Mata na Madh, and Umarsar) located at proximity (~60 km) and transported directly to the Plant via road. Furthermore, the water supply to the power Plant is ensured through nearest Kori creek (through 1.4 km long sea water intake channel).

ATPS has a long-term power purchase agreement with GUVNL for supply of power till 2036, for the recovery of fixed charges and variable charges as per the actual Plant performance parameters (net availability, station heat rate, auxiliary power consumption)

GMDC is planning to execute a complete turnaround of its 2X125 MW Akrimota Thermal Power Station (ATPS) asset, with a focus on enhancing availability of both units to operate at full load and enhancing the reliability and efficiency of the asset. The overhaul of both units of ATPS is planned to be executed through mega packages to ensure smooth execution. The identified mega packages, are detailed below –

1. Boiler and ESP units

ATPS has circulating fluidized bed combustion (CFBC) boilers in both units, supplied by Alstom (later acquired by GE) at the time of commissioning. CBFCs are suitable for lignite-based operations, with inbuilt technology to maximize efficiency and handle sulfur emissions.

Make	Alstom Energy Systems GmbH (later acquired by GE)
Type of Boiler	CFBC boiler -405 TPH
Reg. No.	GT-4878 and GT- 5040
Pressure	159 bar
Temperature	538°C
Heating surface area	23044 m ²
Pressure component	SH1, SH2,SH3,SH4,SH5, RH1,RH2, Economizer, Water wall .tubes and header
Furnace size in Mtr	12.9x8.0mtr
1st Pass	Water wall, SH4(23.5 mtr from 0 mtr), RH2(28.5 mtr from 0 Mtr)
2nd Pass	SH1,SH2,SH3,SH5,RH1,Economiser
Drum Details	MOC- BS-EN-10028-2-1993 Gr. NC 271,Dia-1372mm,Thickness-68 mm

However, due to lack of required spares and maintenance activities, deviations in overhauling of boilers vis-à-vis OEM guidelines (one boiler overhaul in the last 3 years compared to OEM requirement of annual overhauls), systems have been operating at sub-optimal levels affecting the efficiency and reliability of the asset.

Key systems associated with the boiler that require major overhauling include –

System Name	Key Action Required
Furnace, Superheater, Reheater	Repair/Overhaul of equipment
Tubular Air Pre-Heater (TAPH)	Replacement/Revival of equipment
Air and Flue Gas Circuit	Repair/Overhaul of equipment
Cyclone	Repair/Overhaul of equipment
Electrostatic Precipitator (ESP)	Upgradation / Replacement of equipment
Feeding and Ash Collection System	Replacement/Revival of equipment
Pumps and Valves	Repair/Overhaul of equipment

The detailed process flow diagram including the key sub-systems associated with the boiler has been illustrated below:

Process Flow Diagram:

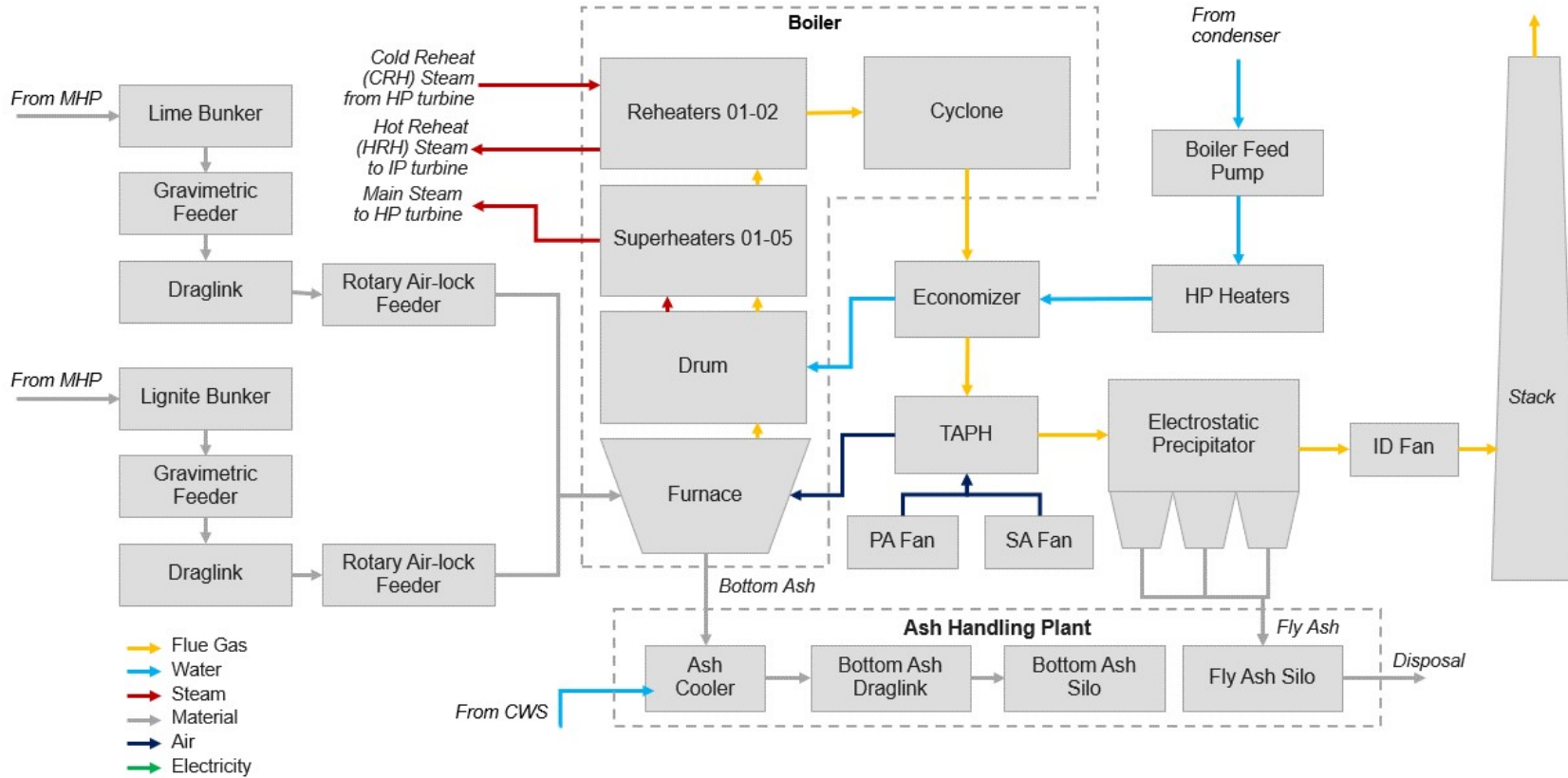


Figure 1: Boiler Process Flow Diagram

2. Turbine and Electrical Systems

ATPS has electro-hydraulic steam turbines (125 MW, 3000 rpm) in both units, supplied by Ansaldo at the time of commissioning. The turbines are designed for a useful life of over 30 years, subject to proper operations and maintenance.

However, ATPS has only undertaken a minor overhaul of the turbines since commissioning and has been operating for over 100,000 hours vis-à-vis OEM guidelines of overhaul requirement after 50,000 hours. Therefore, the turbines and the auxiliaries have been operating at sub-optimal levels affecting efficiency of the asset.

Key systems associated with the turbine and electrical systems that require major overhauling include –

System Name	Key Action Required
Main turbine and generator	Capital Overhaul of equipment
Generator transformer	Repair/Major Overhaul of equipment
Switchyard	Repair/Overhaul of equipment
Cables	Replacement/Revival of equipment
Miscellaneous electrical systems	Repair/Overhaul of equipment

The detailed process flow diagram including the key sub-systems associated with the turbine has been illustrated below:

Process Flow Diagram

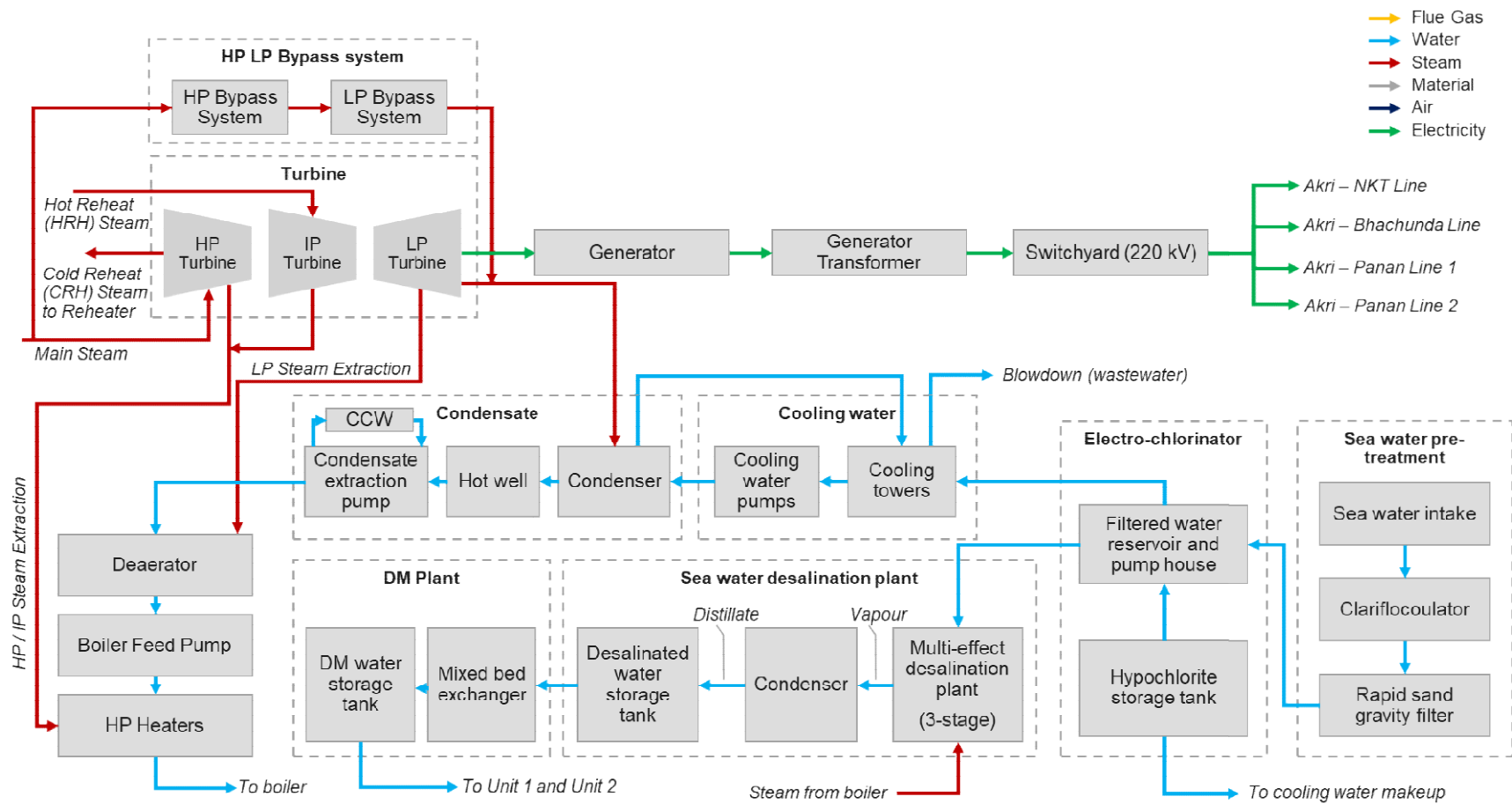


Figure 2: Turbine Process Flow Diagram

3. DCS and Instrumentation

ATPS C&I systems have been supplied by ABB, with certain minor systems supplied by Honeywell, Allen Bradley etc. C&I systems have not been upgraded since commissioning in 2006-2007. Major systems (like DCS) and their spare parts are obsolete. Further, OEM support has ceased for certain systems, leading to issues with repairing / replacement of the systems. Therefore, C&I systems across the Plant require replacement / revival to ensure sustainable operations.

Key systems associated with the DCS and Instrumentation that require major overhauling include –

System Name	Key Action Required
DCS	Upgradation / Replacement
Sensors	Replacement/Overhaul of equipment
Cards	Replacement/Overhaul of equipment

4. Balance of Plant

The Balance of Plant (BOP) mega package includes all the systems under material handling, supporting functions, and other BOP related equipment

ATPS procures lignite GMDC's mines (Mata na Madh and Umarsar) and is transported directly from the mines to the Plant via road. There is a designated yard for storage of lignite received from the mines, and currently, all ash generated by the Plant is being transported to Panandhro mine.

Complete material handling system has been installed by M/s TRF, with key systems such as Lignite primary and secondary sizers supplied by Mining Machinery Developments Ltd.

However, ATPS has not undertaken comprehensive maintenance of the critical material handling and other balance of Plant equipment across the Plant, affecting the overall performance of the Plant.

Key systems associated with balance of Plant include –

System Name	Key Action Required
Lignite handling Plant	Repair/Overhaul of equipment
Ash handling Plant	Repair/Overhaul of equipment
Lime handling Plant	Replacement/Revival of equipment
Cranes and Hoists	Replacement/Revival of equipment
Condenser	Repair/Overhaul of equipment
Compressors, Pumps and miscellaneous auxiliaries	Repair/Overhaul of equipment
Cooling tower	Repair/Overhaul of equipment
Sea water treatment Plant	Repair/Overhaul of equipment
Piping and Valves	Repair/Overhaul of equipment

System Name	Key Action Required
Fire and safety	Replacement/Revival of equipment
Civil works	Repair/Overhaul of equipment
Environment and Regulatory	Replacement/Revival of equipment
Security	Repair/Overhaul of equipment

The detailed process flow diagram including the key sub-systems associated with material handling has been illustrated below:

Process Flow Diagram

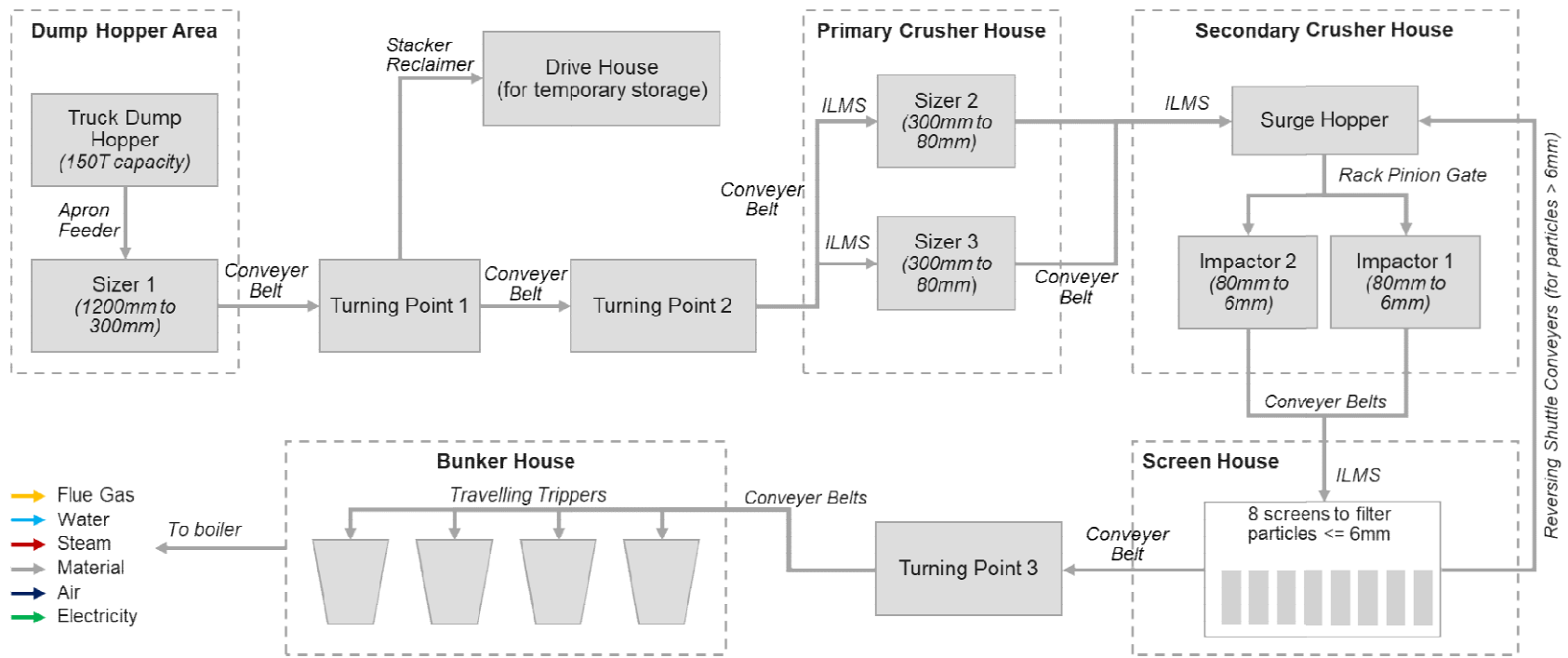


Figure 31: Lignite Handling System

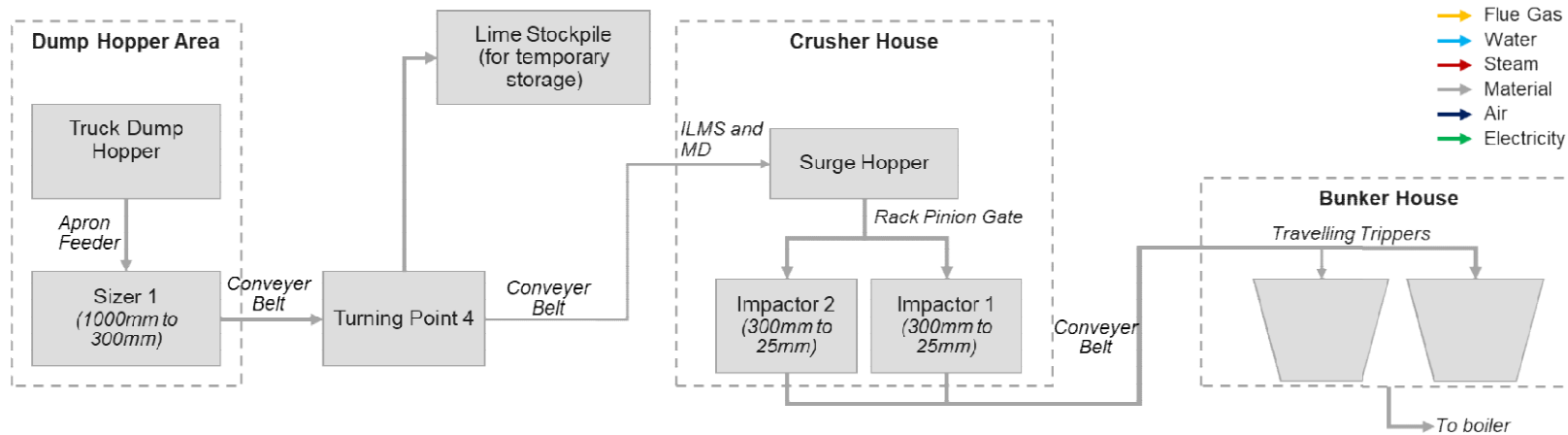


Figure 4: Lime Handling System

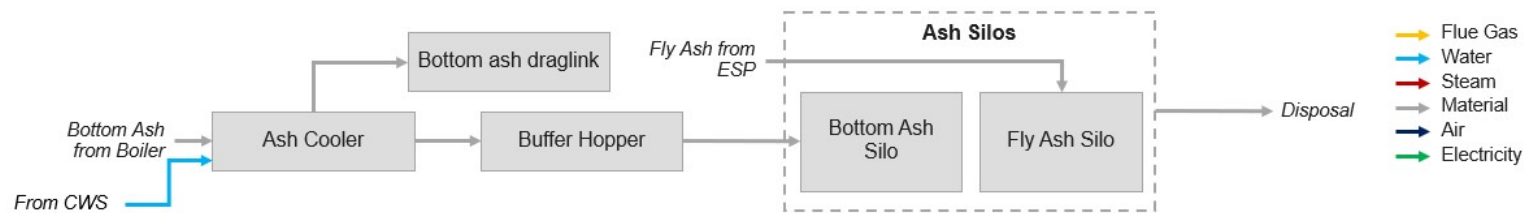


Figure 52: Ash Handling System

Annexure 2: Letter of Bid submission

(To be printed on Bidder's letterhead)

Dated:

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

Subject: Submission of Bid towards Request for Proposal (RFP) for selection of Project Management Consultant for Turnaround of GMDC's 2X125 MW Akrimota Thermal Power Station, Gujarat

Dear Sir/Madam,

We, the undersigned, offer to provide the Project Management Consultancy for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Price Bid, as follows.

1. Physical submission of Technical Bid, RFP Fee, and EMD as per the requirement of the RFP
2. Online submission of Price Bid as per the requirement of the RFP

We are submitting our Bid in individual capacity. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Bid, i.e., before the date indicated in RFP, we undertake to negotiate on the basis of the proposed personnel. Our Bid is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Bid is accepted, to initiate the consulting services related to the assignment not later than the period specified in the RFP.

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure 3: Bidder's experience and credentials

A – Pre-Qualification Criteria

1. Bidder's organization

[Provide here a brief description of the background and organization of your firm/entity. The brief description should include Ownership details, date, and place of incorporation of the firm, objectives of the firm etc. Provide supporting documents such as Certificate of Incorporation, MOA, AOA, GSTIN Registration, which may be applicable etc.]

2. Similar works by Bidder

[Using the format below, provide information on each project for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out job similar to the ones specified in Pre-Qualification Criteria set forth in the RFP (If possible, the Bidder shall specify exact job for which experience details may be submitted)]

Parameter	Response
Name of work	
Description of work	
Value of the Contract (in INR)	
Duration of the work (in months)	
Start date (month and year)	
End date (month and year)	

Similar works shall mean Bidders have experience in at least of the following:

- a. Project Management Consultancy (PMC) Contract for Overhauling/Turnaround of a major coal or lignite based thermal power Plant
- b. Project Management Consultancy (PMC) Contract for Engineering, Procurement, and Construction of a major coal or lignite based thermal power Plant
- c. Project Management Consultancy (PMC) Contract for Overhauling/Turnaround of a major coal or lignite based Boilers/Turbines in a single project
- d. Project Management Consultancy (PMC) Contract for Engineering, Procurement, and Construction of major coal or lignite based Boilers/Turbines in a single project

The Bidder must provide document evidence including relevant portions of the work order / Contract / completion certificate for contracts undertaken.

B – Technical Criteria

PMC experience in EPC/Overhauling of coal or lignite based thermal power plants

[Using the format below, provide information on each work for which your firm, was legally contracted either individually as a corporate entity or as one of the major partners within an association, as per the Technical Criteria set forth in the RFP]

Parameter	Response
Name of work	
Description of the work	
Capacity of Contract (in MW)	
Value of the Contract (in INR)	
Duration of the work (in months)	
Start date (month and year)	
End date (month and year)	

The Bidder must provide document evidence including relevant portions of the work order / Contract / completion certificate for contracts undertaken.

Annexure 4: Declaration of Key Personnel

Format of Curriculum Vitae (to be provided by all the Key Personnel as mentioned in Section 6 of Part 2 of this document)

1. Name of the Personnel: _____
2. Proposed Position for the Project²: _____
3. Date of Birth: _____
4. Nationality: _____
5. Education Qualifications: _____

School/College	Degree/Certification	Year of Graduation

6. Languages: _____
7. Years of experience: _____
8. Employment Record: _____

Name of the firm	From – To Date	Designation/Position

9. Work(s) Undertaken that illustrates the capabilities to handle the tasks defined in Part 2 of this document
 - a. Name of the assignment: _____
 - b. Year: _____
 - c. Location: _____
 - d. Client: _____
 - e. Position(s) held: _____
 - f. Key activities performed: _____
10. Any Relevant Certifications (e.g. – PMP): _____

Note: Kindly submit any other copies of CV (if needed) and appropriate certifications with this sheet. Additional sheets may be used to provide any additional information

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

² For Function Leaders and Technical Experts, please mention the Function / Package name that the respective personnel shall lead

Annexure 5: Revenue and net worth statement

(To be printed on Statutory Auditor's/ Registered Chartered Accountant's letterhead)

I hereby declare that I have scrutinized and audited the financial statement of M/s. _____ . Following is the audited revenue for the last three years and the net worth for the last year.

Years	Revenue (INR Cr)
2019-2020	
2020-2021	
2021-2022	

Years	Net worth (INR Cr)
2021-2022	

(Signed and Sealed by the statutory auditor/Registered Chartered Accountant)

Annexure 6: No blacklisting certificate

(To be printed on stamp paper of value INR 300)

Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Bidder are not blacklisted

No-Blacklisting Affidavit

I M/s. _____ (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Government of Gujarat (GoG) / any other entity of GoG or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, either individually or as member of a Consortium as on the _____ (Bid submission date).

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated this _____ Day of _____, 2023.

Name of the Bidder:

Signature of the Authorized person:

Name of the Authorized person:

Annexure 7: No Deviation Certificate

(To be printed on Bidder's letterhead)

Dated:

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

Subject: No deviation certificate regarding Bid for Request for Proposal (RFP) for selection of Project Management Consultant for Turnaround of GMDC's 2X125 MW Akrimota Thermal Power Station, Gujarat

Dear Sir/Madam,

We _____ (Name of the Bidder), confirm our acceptance to all terms and conditions mentioned in the RFP document, and all subsequent clarifications, in totality and withdraw all deviations raised by us, if any.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure 8:Format for Power of Attorney

(On stamp paper of value INR 300)

KNOW ALL MEN by these presents that we, _____ [name of the firm], a FIRM incorporated under theand having its Registered Office/ office at _____[Address of the Company firm] (hereinafter referred to as “Company/firm”):

WHEREAS in response to the RFP for _____ [Name of the Assignment] (“Project”), the Company/ firm is submitting Bid comprising Technical Bid physically while Price Bid through online submission for the project and GMDC and is desirous of appointing an attorney for the purpose thereof.

WHEREAS the Company deems it expedient to appoint Mr. _____ son / daughter of _____ resident of _____, holding the post of _____ as the Attorney of the Company/firm.

NOW KNOW WE ALL BY THESE PRESENTS, THAT _____ [name of the company/firm] do hereby nominate, constitute and appoint _____ [name & designation of the person] _____as its true and lawful Attorney of the Company/ firm to do and execute all or any of the following acts, deeds and things for the Company/ firm in its name and on its behalf, that is to say:

To act as the Company's/firm's official representative for submitting the Bid comprising Technical Bid and Price Bid for the said project and other relevant documents in connection therewith;

To sign all the necessary documents, papers, testimonials, applications, representations and correspondence necessary and proper for the purpose aforesaid;

To RFP documents, receive and make inquiries, make the necessary corrections and clarifications to the Proposal and other documents, as may be necessary;

To do all such acts, deeds, and things in the name and on behalf of the Company as necessary for the purpose aforesaid.

<p>The common seal of [name of the company/firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Director sheld on ____Day of, 2023 in the presence of [name & designation of the person] and countersigned by [name& designation of the person] of the Company/firm of[name of the company]</p>	<p>_____</p> <p>[name & designation of the person]</p> <p>_____</p> <p>[name & designation of the person]</p>
---	---

Annexure 9: Undertaking

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of RFP, and we are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of 2023.

Signature

(Company Seal)

In the capacity of duly authorized to sign Bids for and on behalf of:

Signed by

Authorized Signatory with designation

Annexure 10: Undertaking of Indemnity

(To be printed on Bidder's letterhead)

Dated:

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

Dear Sir/Madam,

We M/s. ----- hereby undertake that, we shall at all times, indemnify and keep indemnified that GMDC Limited from any and all liability for damages resulting from or arising out of or in any way connected with the operations covered by the Tender No. _____. We shall be responsible for all risk arising in connection with or on account of the operations covered by the contract covered by the above tender and shall make good all losses and damages arising there from. In case, the GMDC Limited shall incur any cost or expense or suffer any loss on account of any claim demand or course of action brought against us and arising out of the operations covered by the Bidder/tender, the GMDC Limited shall have the power (without being bound to do so) to define, contest or compromise any such claim demand or cause of action. Any amount that may become payable by GMDC Limited and any cost expense etc. that may be incurred by the GMDC Limited in this behalf, shall also be recoverable from us, without prejudice to your other rights.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure 11: 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 <http://gmdc.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 selection of Project Management Consultant for Turnaround of GMDC's 2X125 MW Akrimota Thermal Power Station, 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)
Fixed PMC Charge for execution of all the services under this project as indicated in Section 3 of Part 2 in the RFP	

Note:

In case of extension of the Contract, as per Section 2.2 of Part 2 of this document, the Fixed PMC Charge for the period of extension shall be same as the Contract Period

The Bidder to quote charges inclusive of all other taxes except applicable GST. Applicable GST, over and above approved Fixed PMC Charge, 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.

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 note the following details for Compulsory e-confirmation for Bank Guarantee through ICICI Bank through SFMS under our:

Gujarat Mineral Development Corporation Limited (GMDC)
132 Ft Ring Road, Near University Ground Vastrapur, Ahmedabad.
Bank Name: ICICI Bank Ltd
IFS Code: ICIC0000024
UIC GMDC530265584 for Field 7037 MT760

Annexure 12: Format for Bank Guarantee towards EMD

(On Non-judicial Stamp paper to be submitted along with submission of bids)

..... (Name of the Bank)
Address.....
Guarantee No.....
A/C Messrs..... (Name of Bidder)
Date of Expiry.....
Limit to liability (currency & amount)
Invitation For RFP No..... Dated..... (bidding document)
For..... (Name of Facilities)

Subject: Earnest Money Deposit Bank Guarantee.

Date.....2023

To,
General Manger (____),
Gujarat Mineral Development Corporation Ltd.
132 Ft Ring Road,
Near University Ground
Vastrapur,
Ahmedabad.

Dear Sir,

In consideration of Gujarat Mineral Development Corporation (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt M/s..... (herein after called "Bidder") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the GMDC

vide _____ RFP No. _____ for _____ the work _____

(Name of the facilities) from Earnest Money Deposit (EMD) of Bid for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for INR _____

(_____ only) (figure in words).

1. We the _____ (Name of Bank) hereinafter referred to as "Bank" having our registered office at _____ (address of Bank) do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of INR _____ (_____ only) (figures in words) against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.
2. We _____ (Name of Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder's failure to fulfill the conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR _____.
3. We _____ (Name of Bank) further agree that GMDC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may cause to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of GMDC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
4. We _____ (Name of Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) _____ we shall be discharged from all liability under this guarantee.
5. We _____ (Name of Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or

omission on your part or any indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us.

6. It shall not be necessary for GMDC to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which GMDC may have obtained from the Bidder at this time when proceeding are taken against Bank hereunder be outstanding or unrealized.
7. We _____ (Name of Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
8. We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.
9. This Guarantee will not be discharged due to the change in the constitution of the Bank or the said bidder.
10. The Bank has under its constitution power to give this guarantee and Mr. _____ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

- (I) Our liability under this Bank Guarantee shall not exceed **Rs _____/-**
(Rupees _____ only)
- (II) This Bank Guarantee is valid up to _____ (Date).
- (III) We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or a demand on or before _____ (date).
- (IV) This bank guarantee is operative only when accompanied with SFMS advice from us.

Yours faithfully

For _____(Name of the Bank)

Yours faithfully

For.....

(Name of the Bank)

Annexure 13: Format for Bank Guarantee towards Performance Security

Name of the Bank :
Address :
Guarantee No :
Name of the Bidder : M/s _____
Date of Expiry :
Limit to liability : Rs _____/- (Rupees _____
only)

Ref: RFP bearing No. _____

Subject: Bank Guarantee towards Security Deposit.

Date.....2023

To

**General Manger (____),
Gujarat Mineral Development GMDC.
132 Ft Ring Road, Near University Ground
Vastrapur, Ahmedabad.
Bank Name: ICICI BANK LTD.
IFS Code: ICIC0000024
UIC GMDC530265584 for Field 7037.**

Dear Sir,

In consideration of Gujarat Mineral Development GMDC (hereinafter called "GMDC") which expression shall unless repugnant to the subject of context include his successors and assigns having agreed to exempt **M/s _____**(hereinafter called "Bidder") from demand under the terms and conditions of "Technical Bid Document" (hereinafter called the said "Bidding Document") issued by the GMDC vide

RFP _____ . **The present** Bank Guarantee is towards Security Deposit (SD) of Bid in terms of Clause No. _____ of Chapter – _____ of the afore-said bidding document for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document on production of Bank Guarantee for **Rs _____/- (Rupees _____ only)**

- 1) We the _____ (Name of the Bank) hereinafter referred to as “Bank” having our registered office at _____ do hereby undertake and agree to indemnify and keep indemnified GMDC to extent of **Rs _____/- (Rupees _____ only)** against any losses, damage cost, charges and expenses caused to or suffered by or that may be caused or suffered by GMDC by reason of any breach or breaches by the Bidder of any of the terms and conditions contained in the said Bidding Document and unconditionally pay the amount claimed by GMDC on demand and without demur to the extent aforesaid.
- 2) We _____ (Name of the Bank) do hereby undertake to pay the amounts due and payable under the guarantee without any demur merely on a demand by you stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by you by reason of any breach by the said Bidder of any of the terms or conditions contained in the said Bidding Document by reason of the Bidder’s failure to perform according to the terms and conditions of said Bidding Document. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs _____/- (Rupees _____ only)**.
- 3) We _____ (Name of the Bank) further agree that GMDC shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of terms and conditions of the said Bidding Document and the extent of loss, damages, costs, charges and expenses caused to or suffered by or that may caused to or suffered by GMDC on account hereof to the extent of the Bid Security required to be deposited by the Bidder in respect of the said document and the decision of GMDC that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges, and expenses caused to or suffered by or that may be caused to or suffered by GMDC shall be final and binding on us.
- 4) We _____ (Name of the Bank) undertake to pay to the GMDC any money so demanded notwithstanding any dispute or disputes raised by the said Bidder (s) in any suit or proceeding pending before any forum of law relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the said Bidder (s) shall have no claim against us for making such payment.
- 5) We _____ (Name of the Bank) further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance on the said Bidding Document and that it shall continue to be enforceable till you certify that terms and conditions of the said Bidding Document have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee. Unless a demand or claim under this guaranteed is made on us in writing on or before the (date) _____ we shall be discharged from all liability under this guarantee thereafter.
- 6) We _____ (Name of the Bank) further agree with you that you have the fullest liberty without our consent and without affecting in any manner our obligations

hereunder to vary any of the terms and conditions of the said Bidding Document or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bidding Document and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any forbearance act or omission on your part or any indulgence by you to the said Bidder or any such matter or thing whatsoever under the law relating to sureties would but for this provision have effect of so relieving us. The Bank further agrees that in case this guarantee is required for a longer period, the bank may extend the same.

- 7) We _____ (Name of the Bank) further undertake to unconditionally pay the amount claimed by GMDC merely on demand and without demur to the extent aforesaid.
- 8) We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of GMDC in writing.
- 9) This Guarantee will not be discharged due to the change in the constitution of the Bank or the said Bidder.
- 10) The Bank has under its constitution power to give this guarantee and _____ Mr. _____ who has signed it on behalf of the Bank have authority to do so.

Yours faithfully

For.....

(Name of the Bank)

Notwithstanding anything contained hereinabove

- (I) Our liability under this Bank Guarantee shall not exceed **Rs _____/- (Rupees _____ only)**
- (II) This Bank Guarantee is valid up to _____ (Date).
- (III) We are liable to pay the guarantee amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim or a demand on or before _____ (date).
- (IV) This bank guarantee is operative only when accompanied with SFMS advice from us.

Yours faithfully

For _____(Name of the Bank)

Annexure 14: List of approved banks for EMD, RFP Fee and Performance Security

The following list of banks can get updated from time to time as per the latest notice provided by the Government of Gujarat. The Bidder can provide EMD / RFP Fee / Performance Security from any of the approved banks by the Government of Gujarat in the latest notice, except for the co-operative banks

Acceptance of Bank Guarantee as
Security Deposit and Earnest
Money Deposit.

Government of Gujarat

Finance Department

GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O.

Date: 21/04/2023

Read: FD GR. No.: EMD/4/2022/0002/DMO Dt. 20/05/2022

Preamble:

Tendering authorities of the State Government and its Boards/Corporations/PSUs frequently take Bank Guarantee from the bidders towards Security Deposit and Earnest Money Deposit. The State Government had issued the list of eligible banks vide above read resolutions of this department dated 20/05/2022.

After careful consideration, the Government has decided to approve the list of Banks whose Bank Guarantees would be accepted for the purpose mentioned above. It has now been decided to resolve as follows:

Resolution:

Government Departments and State Government Boards / Corporations / PSUs would accept Bank Guarantee (towards Security Deposit and Earnest Money Deposit) issued by any of the banks included in the **Annexure I**, attached to this Resolution.

The tendering authority will be required to ascertain the authenticity of the Bank Guarantee and set up necessary internal control procedures.

By order and in the name of the Governor of Gujarat.


(S. Chhakechhuak)

Additional Secretary (Budget)

Finance Department

To,

The Secretary to His Excellency Governor of Gujarat, Raj Bhavan, Gandhinagar

Principal Secretary to Hon. Chief Minister

PS to Hon. Finance Minister

PS to all Hon. Ministers, State Ministers and Deputy Ministers

PS to Chief Secretary

PS to Principal Secretary, Finance Department

PS to Secretary (EA), Finance Department

PS to Secretary (Expenditure), Finance Department

PS to Additional Secretary (B), Finance Department

All Administrative Departments, Sachivalaya, Gandhinagar

System Manager, Finance Department for put up on GSWAN website

Select File DMO-Finance Department

Annexure I.

Finance Department, GR. No.: FD/MSM/e-file/4/2023/0057/D.M.O.

Date: 21/04/2023

(A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:

❖ All Nationalized Banks

(B) Guarantees issued by the following Banks will be accepted as SD/EMD for the period up to March 31, 2024. The validity cut-off date in the GR is with respect to the date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee.

Sr No	Name of Banks	Sr No	Name of Banks
1	AXIS Bank	17	Kotak Mahindra Bank
2	AU Small Finance Bank	18	South Indian Bank
3	Bandhan Bank	19	Standard Chartered Bank
4	BNP Paribas	20	Tamilnadu Mercantile Bank
5	City Union Bank	21	Utkarsh Small Finance Bank
6	CSB Bank	22	The Kalapur Commercial Co-op. Bank
7	DBS Bank India Limited	23	Ahmedabad Mercantile Co-op. Bank
8	DCB Bank	24	Nutan Nagarik Sahakari Bank Ltd.
9	Equitas Small Finance Bank	25	Rajkot Nagarik Sahakari Bank Ltd.
10	FEDERAL Bank	26	Saraswat Co-Operative Bank Ltd
11	HDFC Bank	27	SVC Co-Operative Bank LTD.
12	HSBC Bank	28	The Gujarat State Co-operative Bank
13	ICICI Bank	29	The Mehsana Urban Co-Op. Bank Ltd
14	IndusInd Bank	30	The Surat District Co-Operative Bank Ltd
15	Karnataka Bank	31	The Surat People's Co-Op. Bank Ltd
16	Karur Vysya Bank	32	Saurashtra Gramin Bank

All the eligible banks are instructed to collect the original documents/papers of guarantee from the concerned tendering authority.



(S. Chhakchhuak)

Additional Secretary (Budget)

Finance Department

-----XXXXX-----

Part 5: Draft Letter of Award

GMDC/_____

Date: _____

Letter of Award (LoA)

To,

Email:

Kind attention:

Subject: Project Management Consultancy for the turnaround of GMDC's 2X125 MW Akrimota Thermal Power Station

Ref: RFP No:

Dear Sir / Madam,

With reference to the above subject and reference RfP, GMDC is pleased to award this LoA to your entity for providing project management consultancy for the turnaround of GMDC's 2X125 MW Akrimota Thermal Power Station.

Scope of work:

Under the scope of this contract, your entity is required to provide services for project management consultancy for the turnaround of GMDC's 2X125 MW Akrimota Thermal Power Station. The responsibilities of your entity as part of the Contract have been segregated into three major phases– pre-award, overhaul preparation, and overhaul execution. The terms of reference / scope of work have been detailed for each category below:

1.1. Scope for services during pre-award phase

The pre-award phase shall begin from the initiation of the Vendor RFP process to selection of Vendors for each Package. Your Entity shall be responsible to provide requisite support to GMDC during the pre-award phase. Your Entity's responsibilities shall include, but not be limited, to the following activities:

i. Scope of work review

- i. Your Entity shall support GMDC in reviewing all the technical and design specifications and or drawings of equipment and or associated spares in the Vendors' scope of work for each Package to ensure that it meets the requirements for successful Overhaul of the asset
- ii. Your Entity shall also identify any obsolete and / or outdated items in the Vendors' scope of work and recommend potential alternative solutions and / or

items to ensure the feasibility and timely execution of the Overhaul. Your Entity shall submit detailed justification note for alternative solutions, considering the interchangeability, reliability, safety, and ensuring that the alternative solutions are matching the OEM (Original Equipment Manufacturer) / OES (Original Equipment Supplier) specification, along with acceptance parameter needed to be achieved to adopt the alternative solutions

ii. Bid query resolution

- i. Your Entity shall support GMDC in resolving any technical queries raised by the Vendors for Packages during the RFP process, assist in drafting responses, and issuing corrigendum / addendum, as needed
- ii. Your Entity shall deploy competent personnel to provide its unbiased technical inputs and feedback during the technical Bid evaluation process, at the behest of GMDC, as needed

iii. Contract signing and award

- i. Your Entity shall review the final Vendor Contracts, with primary focus on the technical aspects, and provide appropriate inputs and feedback to GMDC prior to signing of the Contracts
- ii. Your Entity shall assist GMDC in resolving any technical queries raised by Vendors, as and when needed, during the issuance of Letter of Award (LoA), and any technical queries raised by the Vendors prior to signing of the Contract
- iii. Your Entity shall coordinate with the strategic consultant, and will make all the efforts to ensure that competitive Vendor is selected at the best reasonable price

iv. Development of draft Overhaul Execution Plan and reporting templates

- i. Your Entity shall create a draft 'Overhaul Execution Plan' across all Packages, focusing on comprehensive list of activities to be executed during the Overhaul, including sequencing of activities to be performed during the Overhaul, identification of interdependencies, critical path identification, and clear milestones
- ii. The draft 'Overhaul Execution Plan' shall be created at an equipment level, encompassing all activities including but not limited to dismantling, cleaning, repairing / replacing, installing, commissioning, and testing
- iii. Your Entity shall create templates for all the reporting requirements defined in Section 3.2 and Section 3.3 of Part 2 of this document including but not limited to, 'Master Procurement Register', 'Master Procurement Plan', 'Overhaul Execution Report', and 'Overhaul Readiness Index'
- iv. Your Entity shall submit for review, all the templates with the ATPS Turnaround Office, including GMDC, and incorporate necessary feedback to ensure comprehensiveness of the reporting templates

1.2. Scope of services during Overhaul preparation

The Overhaul preparation phase shall begin after selection of all Vendor partners, up to the start of the Overhaul process at the Plant. Your Entity shall be responsible to provide requisite support to GMDC during the Overhaul preparation phase. Your Entity's responsibilities shall include, but not be limited, to the following activities:

i. Vendor readiness assessment

Procurement:

- i. Your Entity shall act as the first point of contact for all Vendors selected for execution of the Packages. Further, it shall facilitate all Vendor Plant visits before mobilization of teams on ground at ATPS
- ii. Your Entity shall create a 'Master Procurement Register', including all the equipment / materials / items to be procured along with the required services / works, in collaborations with the Vendors, including all the detailed item-wise Bills of Quantity (BoQs) with associated services, costs, and technical specifications to ensure adherence to desired quality and exercise cost control within Contractual limits
- iii. Your Entity shall submit for review, the 'Master Procurement Register' and Procurement plans with the ATPS Turnaround Office, including GMDC, and incorporate necessary feedback to ensure comprehensiveness of the plan
- iv. Your Entity shall be responsible for making recommendations to the Vendors for placing orders of all the equipment and associated spares / material. Your Entity shall draft any necessary approval notes required by GMDC for the same
- v. Your Entity shall review and approve all Procurement and service plans submitted by Vendors for each Package. Your Entity shall consolidate Procurement and service plans created by all the Vendors and create a comprehensive 'Master Procurement Plan' (including all the services) at the Plant level for the purpose of monitoring all the Procurement activities and ensuring timely delivery of all material / services across all Packages
- vi. Your Entity shall monitor compliance to the 'Master Procurement Plan' by the Vendors and resolve any conflicts and / or issues with the Vendors and / or their suppliers that may cause any delay in Procurement of material, subsequently delaying the execution of the Overhaul
- vii. Your Entity shall maintain a digital data sheet (in excel format) of the 'Master Procurement Plan', with the desired timelines and costs vis-à-vis the actual timelines followed and costs incurred by the Vendors to track compliance. Your Entity shall grant all requisite access to the data sheet to the ATPS Turnaround Office, including GMDC, and share necessary summaries for reporting purpose, if requested
- viii. Your Entity shall review the material management systems (e.g., ERP solutions), deployed by the Vendors to track movement of materials and adherence to

schedules and quality. Further, Your Entity shall obtain requisite data from the Vendors to integrate with the digital data sheet, as required

- ix. Your Entity shall conduct independent critical path analysis on the consolidated 'Master Procurement Plan', to identify any potential risks that may cause delays in time schedule, deviations from cost schedules, and suggest necessary mitigation actions to minimize impact on the execution of the Overhaul

Inspection:

- i. Your Entity shall consolidate the list of sub-Bidders submitted by the Vendors for execution of the Overhaul, validate their credentials, and align with GMDC prior to their deployment on ground
- ii. Your Entity shall ensure that the procured equipment and associated spares / material are in line with the technical requirements specified in the 'Master Procurement Register'
- iii. Your Entity shall arrange and conduct, in collaboration with ATPS Turnaround Office including, GMDC, required factory visits prior to Procurement of equipment and associated spares / material, review results of Factory Acceptance Tests (FATs) prior to delivery of the material on ground, to ensure adherence to specifications
- iv. Your Entity shall bear and directly pay all costs towards visits of its representatives, agents, or any other person(s) visiting the facilities of any Vendor or supplier for supervising Factory Acceptance Tests, conduct inspection of equipment, or any such requirement that may arise during the project
- v. Your Entity shall conduct inspections in collaboration with the ATPS Turnaround Office to ensure the material delivered in the Plant and in line with the specifications
- vi. Your Entity shall certify the quality and comprehensiveness, against the BoQ, of the procured equipment and associated spares / material through independent inspections and audits, as required
- vii. Your Entity shall highlight to the ATPS Turnaround Office, including GMDC, any deviations in the quality of equipment and associated spares / material supplied by the Vendors, and support in taking appropriate remedial actions
- viii. Your Entity shall maintain a list of all the equipment and associated spares / material that is rejected during the inspections, along with the corresponding causes of rejection
- ix. Your Entity, in collaboration with ATPS Turnaround Office, including GMDC, shall approve the list of all the alternate equipment and associated spares / material in case of any deviations in the quality and comprehensiveness of the already procured equipment and associated spares / material

Overhaul planning:

- i. Your Entity shall create a detailed (hourly) consolidated 'Overhaul Execution Plan' across all Packages in collaboration with the Vendors and ATPS team, focusing on sequencing of activities, identification of interdependencies, and clear milestones. The 'Overhaul Execution Plan' shall be used as the single source of truth for monitoring schedule compliance for vendors, i.e., deviations in actual timelines vis-à-vis planned timelines
- ii. The 'Overhaul Execution Plan' shall be at an equipment level, encompassing all activities including but not limited to dismantling, cleaning, installation, commissioning, and testing
- iii. Your Entity shall collaborate with the Vendors in developing appropriate Quality Assurance, Quality Control plans, and Field Quality Plans required during the execution of the Overhaul, along with any calibrations necessary, with relevant references and acceptance criteria. Your Entity shall apprise the ATPS Turnaround Office, including GMDC about the plans to enable frequent audits, and highlight potential concerns

ii. Owner readiness assessment and support

- i. Your Entity shall supervise the audits and physical verification of existing inventory at the Plant to identify the equipment and associated spares, and material readily available to be utilized during the Overhaul and provide recommendations for optimal inventory management as required. Further, Your Entity shall integrate the existing inventory with the 'Master Procurement Register' to ensure optimal Procurement and consumption of material
- ii. Your Entity shall act as a liaison between the ATPS Turnaround Office, including GMDC, and the Vendor teams methods, facilitating communication between the key internal and external stakeholders
- iii. Your Entity shall conduct required workshops to educate the ATPS Turnaround Office, including GMDC on the 'Master Procurement Register' and the 'Overhaul Execution Plan'
- iv. Your Entity shall identify the requirements and provide necessary support to GMDC during the preparation and execution of the Overhaul to ensure minimal delays

iii. Vendor workforce deployment

- i. Your Entity shall gather details of all personnel to be deployed by the Vendor prior to deployment and ensure they are in line with Contractual requirements
- ii. Your Entity shall supervise the mobilization of workforce on ground ensuring it is in line with the details specified above, workforce deployed are technically competent, and necessary tools and tackles are available to minimize potential delays
- iii. Your Entity shall collaborate with GMDC in arranging accommodation, ensure the availability of supporting infrastructure, including but not limited to workshops, medical facilities, and food and beverage facilities for the teams deployed by Vendors for the course of the Overhaul to facilitate the smooth execution

- iv. Your Entity shall submit standard operating procedures (SOP) to ensure the workforce deployed by the Vendors adhere to the appropriate health, safety, and environment (HSE) requirements at the time of deployment. This will include medical tests required, if any, among other requirements to be aligned with the Plant HSE team

iv. Conflict resolution and interface control

- i. Your Entity shall maintain a consolidated list of queries and / or issues raised by the Vendors pertaining to the 'Master Procurement Register' and 'Overhaul Execution Plan', with clear timelines for resolution, status of resolution, root causes for delays in resolution, and actual timelines for resolution
- ii. Your Entity shall strive to resolve all issues on the same working day and highlight any open issues to GMDC that may require any interventions from GMDC, along with potential solutions to the issues
- iii. Your Entity shall facilitate cross-vendor collaboration to manage material shortages and adjustment in payments, as needed, to ensure timely execution of the Overhaul
- iv. Your Entity shall ensure smooth coordination and integration of various Packages and Vendor scope, and act as an intermediary between the Vendors and the ATPS Turnaround Office for alignment on activities

v. Cost and claims management

- i. Your Entity shall accumulate all invoices raised by Vendors during the Overhaul preparation phase and share with GMDC to be processed. Further, Your Entity shall certify time schedules, cost schedules, and quality requirements followed by the Vendors, with estimation of liquidated damages, if applicable, to support GMDC in processing the invoices
- ii. Your Entity shall maintain logs for running accounts with Vendors and ad-hoc payments made during the Overhaul preparation phase, if applicable. Your Entity shall collaborate with GMDC to track all payments made vis-à-vis payment milestones defined in Contracts and provide required reports to GMDC, if requested

vi. Reporting and governance

- i. Your Entity shall deploy the 'Team Leader' described in Section 6.5 of Part 2 of this document, as part of the ATPS Turnaround Office for on ground governance of the Overhaul
- ii. Your Entity shall setup appropriate reporting tools and systems to provide real-time information on project progress vis-à-vis 'Overhaul Execution Plan'
- iii. Your Entity shall monitor and report performance against Vendor's KPIs defined in the Vendor Contracts at regular intervals, aligned prior to the Commencement Date with GMDC. The KPIs to be monitored and reported shall be mutually agreed between Your Entity and GMDC. Your Entity may design additional KPIs at the request of GMDC, as needed

- iv. Your Entity shall create a Vendor readiness index for all the individual Packages, which shall be consolidated to an Overhaul readiness index
- v. Your Entity shall organize regular meetings with Vendors and the ATPS Turnaround Office to align on status of Procurement of materials, and resolving critical issues to minimize delays in execution of the Overhaul
- vi. Your Entity shall organize weekly meetings with GMDC for discussion on any anticipated delays, highlight key decision points, seek strategic advice, and identify mitigating actions to address potential risks
- vii. Your Entity shall submit weekly project update reports with a detailed analysis of the progress against the 'Master Procurement Plan' and highlight key interventions required from GMDC
- viii. Your Entity shall submit the 'Master Procurement Register' and the 'Overhaul Execution Plan' for review and approvals from GMDC
- ix. Your Entity shall submit all invoices and estimation of liquidated damages for the Vendors for approvals and processing by GMDC
- x. Your Entity shall submit a 'Overhaul Preparation Report' after the completion of all the procurement and preparatory activities, certifying successful completion of all the preparatory activities including complete execution of master procurement plan, and providing a go ahead for initiating the shutdown and execution of the Overhaul

1.3. Scope of services during Overhaul execution stage

The Overhaul execution phase shall begin from the initiation of the Overhaul, up to the commissioning and handover of the asset to GMDC, in a fully functioning condition. Your Entity shall be responsible to provide requisite support to GMDC during the Overhaul execution phase. Your Entity's responsibilities shall include, but not be limited, to the following activities:

i. Scope management

- i. Your Entity shall ensure Vendors for all Packages execute the scope of work as per Contractual requirements
- ii. The Contract shall monitor compliance of the Vendors towards Contractual requirements, highlight potential deviations to the ATPS Turnaround Office, including GMDC, and collaborate with the Vendors to ensure completion of all requisite activities

ii. Schedule management

- i. Your Entity shall monitor the progress of work on ground vis-à-vis the 'Overhaul Execution Plan', conduct root cause analyses for delays in execution, and collaborate with Vendors to ensure timely execution
- ii. Your Entity shall conduct independent critical path analyses on the 'Overhaul Execution Plan' in collaboration with the Vendors, to identify potential risks leading to delays in execution of the Overhaul.
- iii. Your Entity shall identify mitigating actions to minimize the impact of the identified risks in the 'Overhaul Execution Plan', and support in implementing the mitigating actions on ground in collaboration with the Vendors
- iv. Your Entity shall monitor and track the consumption of material vis-à-vis the 'Master Procurement Register', for effective inventory management

iii. Cost and claims management

- i. Your Entity shall accumulate all invoices raised by Vendors during the Overhaul execution phase and share with GMDC to be processed. Further, Your Entity shall certify time schedules, cost schedules, and quality requirements followed by the Vendors, with estimation of liquidated damages, if applicable, to support GMDC in processing the invoices
- ii. Your Entity shall assist GMDC in resolution of potential change notification or change proposals to the scope or Contractual terms with the Vendors for Packages, as applicable
- iii. Your Entity shall maintain logs for running accounts with Vendors and ad-hoc payments made during the Overhaul execution phase, if applicable. Your Entity shall collaborate with GMDC to track all payments made vis-à-vis payment milestones defined in Contracts and provide required reports to GMDC, if requested

iv. Vendor management

- i. Your Entity shall act as the first point of contact for all Vendors selected for execution of the Packages
- ii. Your Entity shall ensure compliance of the Vendors to the Overhaul Execution Plan across all Packages, identify deviations from the Plan, analyze root causes, and assist Vendors in implementing rectifying measure to ensure timely completion of the Overhaul
- iii. Your Entity shall supervise and provide technical assistance in execution of the activities undertaken by the Vendor, as needed, throughout the course of the Overhaul
- iv. Your Entity shall monitor and ensure availability of all personnel from the Vendors' side as per Contractual requirements
- v. Your Entity shall strive to resolve all issues on the same working day and highlight any open issues to GMDC that may require any interventions from GMDC, along the potential solutions to the issues

v. Risk management

- i. Your Entity shall ensure the availability of qualified technical experts, as defined in Section 6.7 of Part 2 to resolve technical issues witnessed during the execution of the Overhaul, in collaboration with the Vendors, and provide necessary guidance, as required
- ii. Your Entity shall create detailed mitigating action plans for potential risks identified during the independent critical path analyses for each Package, with clear timelines for execution
- iii. Your Entity shall review and approve all health, safety, and environment (HSE) related documents for execution of the Overhaul, including but not limited to work permits, in collaboration with the Plant HSE team
- iv. Your Entity shall organize and lead HSE studies and Project Health, Safety and Environment Review (PHSER) processes, as required, during the execution of the Overhaul

vi. Statutory compliance and requirements

- i. Your Entity shall facilitate audits and inspections to be conducted by Government Authorities and other key external stakeholders during the execution of the Overhaul (e.g., boiler inspections)
- ii. Your Entity shall support GMDC in coordinating with GUVNL for shutdown requirements, as required
- iii. Your Entity shall ensure compliance of all the Vendors and the Plant to statutory requirements, during the execution of the Overhaul

vii. Quality and change control

- i. Your Entity shall identify any deviation from the Quality Assurance and Quality Control plans (as defined in Section 3.2.1 of Part 2) followed by the Vendors,

highlight potential risks to the ATPS Turnaround Office, including GMDC. Further, Your Entity shall identify potential mitigation actions to ensure adherence to quality requirements, and support in implementing the actions

- ii. Your Entity shall submit a log of all the deviations against the Quality Assurance and Quality Control plans during the execution of the Overhaul, with the necessary actions taken against each deviation, as part of the daily progress report (as defined in Section 3.3.9 of Part 2)
- iii. Your Entity shall ensure change order management through appropriate Written Notice for any changes in technical design and / or specifications, in collaboration with the ATPS Turnaround Office, including GMDC, with appropriate justification for the changes to be accepted

viii. Performance Guarantee Test Runs and commissioning

- i. Your Entity shall ensure the Vendors prepare comprehensive pre-commissioning checklists, review the checklist in collaboration with the technical experts and the ATPS Turnaround Office
- ii. Your Entity shall review the list, procedures, and acceptance criteria of Performance Guarantee Test Runs (PGTRs) submitted by the vendors, to ensure comprehensiveness of the same for successful commissioning of the asset
- iii. Your Entity shall support in supervision of the PGTRs conducted by the Vendors and ensure the performance parameters are in line with the key technical markers specified in the Contracts with the Vendors
- iv. Your Entity shall prepare a report summarizing the outcomes of the PGTRs, including a punch list of action items to be addressed by the Vendors in case of any gaps in meeting the performance thresholds. The report shall be submitted to GMDC for review
- v. Your Entity shall also identify potential actions to address any gaps in meeting the performance thresholds, with necessary inputs from technical experts, and support the Vendors in implementing the actions, prior to handover of the Plant to GMDC
- vi. Your Entity shall obtain all relevant documents, data, and reports from the Vendors during the commissioning stage, and handover to GMDC post successful commissioning

ix. Reporting and governance

- i. Your Entity shall organize daily meetings with Vendors and the ATPS Turnaround Office to align on status of execution of the Overhaul, and resolving critical issues to minimize delays
- ii. Your Entity shall organize weekly meetings with GMDC for discussion on any anticipated delays, highlight key decision points, seek strategic advice, and identify mitigating actions to address potential risks
- iii. Your Entity shall submit daily project update reports with a detailed analysis of the progress against the Overhaul Execution Plan and highlight key interventions required from GMDC
- iv. Your Entity shall submit monthly project update reports, with a detailed analysis of progress against the Overhaul Execution Plan, deviations observed from the

plan and key mitigation actions undertaken, and highlight key interventions required from GMDC

- v. Your Entity shall review, certify, and submit all PGTR reports received from the Vendors for approval from GMDC prior to handover of the Plant
- vi. Your Entity shall prepare and submit a detailed Overhaul execution report, within 1 (one) week post completion of the handover of the Plant, detailing the activities undertaken across all the system, planned versus actual schedule compliance, material consumption vis-à-vis 'Master Procurement Register', and other key activities undertaken to ensure successful completion of the Overhaul

2. Duration of the Contract

The Contract shall be deemed to have come into force and effect from _____ and shall remain effective for a period of 12 months, unless terminated or extended as per the terms of this Contract. Further, there shall be a provision for extension for a period as needed, as per the same terms and conditions of the Contract. The Fixed PMC Charge for the extension period shall be the same as the Contract period. GMDC shall provide a Notice in Writing for further extension, 15 days before the expiry of the term of this Contract.

3. Contract Value

The total contract value, costs amounts to INR _____ (_____ only) excluding GST.

4. Performance Security

Your entity shall furnish a 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 13 of the RfP) for amount of equivalent to 10% (ten percent) of the Fixed PMC Charge (without GST) quoted for the turnaround of 2X125 MW Akrimota Thermal Power Station, i.e., _____ (Rupees _____ only), payable to GMDC by your entity (the "Performance Security") from approved bank to GMDC. 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.

You shall maintain a valid and binding Performance Security for a period of 24 months. Your entity shall ensure that the Performance Security shall subsist in full force and effect in terms hereof, throughout the tenure of the Contract and thereafter until expiry of twelve months. In case tenure of the Contract is extended then your entity shall have to renew Performance Security for a period of extended tenure.

5. Signing of agreement

After acknowledgement of the LOA as aforesaid, subject to furnishing the Performance Security as per the RfP provisions, your entity execute/sign the Agreement within the 30 (thirty) days from the date of LoA.

You shall get a correct amount of Stamp Duty adjudicated (Stamp Paper of Rs. 300 denominations can be used), at Ahmedabad in accordance with Applicable Law and submit the same in two copies duly stamped and executed within 30 (thirty) days from the dispatch of Letter of Award. GMDC shall return one copy duly sealed and signed as a token of acceptance of the Contract. Stamp Duty, and any other charges as may be levied under Applicable Law, shall be paid by your entity.

You are hereby requested to return the duplicate copy of this LoA within 7 (seven) days from the date of issue of this LoA, i.e., by _____ as a token of receipt and acknowledgement of this LoA, as well as an absolute, unconditional, and unqualified acceptance and compliance of the conditions mentioned.

All other terms and conditions of RFP No: _____ and associated corrigendum shall be read with this LoA and shall be considered as a part of this LoA.

Thanking you,

Yours faithfully,

For Gujarat Mineral Development Corporation Ltd.

General Manager (Power and Purchase)

Copy to:

1. PA to MD, Corporate Office, Ahmedabad
2. CGM & CFO, Corporate Office, Ahmedabad
3. Sr. GM (Tech.), Corporate Office, Ahmedabad
4. GM (Accounts), Corporate Office, Ahmedabad

Acceptance

We hereby irrevocably and unconditionally accept the above award of work as per the terms and conditions stipulated in this LoA as well as all conditions of the RfP for Selection of Project Management Consultant (PMC) for Turnaround of GMDC's 2X125 MW Akrimota Thermal Power Station, Gujarat and subsequent corrigendum dated _____.

Date:

Place:

Signature with stamp:

Part 6: Draft Agreement

PROJECT MANAGEMENT CONSULTANCY AGREEMENT

BETWEEN

M/S GUJARAT MINERAL DEVELOPMENT CORPORATION LIMITED

AND

For a period of 12 months effective from _____

For

Turnaround of 2x125 MW Akrimota Thermal Power Station

District: Kutch in the state of Gujarat

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(On INR 300 Stamp Paper)

This **Project Management Consultancy Agreement** (hereinafter referred to as “**the Contract**”) is made at Ahmedabad on this _____ day of _____, 2023.

BETWEEN:

Gujarat Mineral Development Corporation Ltd, a company incorporated under Indian Companies act, 1953 and having its corporate office at Khanij Bhavan, 132-Ring Road, Gujarat University Ground, Vastrapur, Ahmedabad380052 (hereinafter referred to as “**the Owner**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns) **of the FIRST PART**;

AND

_____, a company incorporated under the Companies Act, 1956/2013 and having its Registered Office at _____ with fax number _____ and its designated representative _____ and hereinafter referred to as “**the Contractor**” (which expression shall mean total service provider unless it be repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) **of the SECOND PART**.

WHEREAS:

The Contractor is engaged, inter alia, in the business of project management consultancy for EPC / Overhauling of Thermal Power Plants / Major Steam Boilers / Major Steam Turbines. The

Contractor has acquired expertise in the above business due to its longstanding and availability of required experience and skilled workforce with it. The Contractor has agreed to undertake the Project Management Consultancy for the Turnaround of the Owner's 2X125 Akrimota Thermal Power Station

GMDC has been operating a 2X125 MW lignite-based thermal power Plant (Akrimota Thermal Power Station, ATPS) over the past 15 years. ATPS has two units of 125 MW each commissioned in July 2006, and March 2007 respectively. ATPS procures lignite required for generation of power from GMDC's mines (Mata na Madh, and Umarsar) located at proximity (~60 km) and transported directly to the Plant via road. Furthermore, the water supply to the power plant is ensured through nearest Kori creek (through 1.4 km long sea water intake channel).

The Contractor has offered, and the Owner has agreed to avail its services for Project Management Consultancy for a complete Turnaround of the 2X125 MW Akrimota Thermal Power Station.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Contractor, intending to be legally bound, hereby agree as follows:

1. Definitions, and Terms and Conditions

1.1. Definitions

For the purpose of the Contract, the following words and expressions in this Clause shall have the respective meanings set forth below:

“Applicable Laws” shall mean all laws, treaties, ordinances, rules, regulations applicable in India and amendments, re-enactments, revisions, applications, and adaptations thereto made from time to time and in force and effect, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any Governmental Instrumentality, court or statutory or other body having jurisdiction over construction of the Plant, performance of the Work or supply of Goods, operation and maintenance of the Plant, including Applicable Permits, as may be in effect at the time of performance of work or supply of Goods hereunder by the Contractor, which time would include Latent Defects Period as appropriate, provided, however, that if at any time the Applicable Laws are less stringent than the standards set forth in the Contract hereto, the standard set forth in the Contract hereto shall be deemed to be the standards under Applicable Laws.

“Applicable Permits & Clearances” shall mean any and all Permits, Clearances, Authorizations, consents, licenses (including without limitation any import or export licenses), lease, ruling, exemption, filing, agreements, or Approvals, required to be obtained or maintained in connection with construction of the Plant, performance of Work, and the operation of the Plant respectively by the Contractor and the Owner in accordance with the Contract and their maintenance, as may be in effect at the time of Contractor’s supply of Goods hereunder; which time would include Latent Defects Period as appropriate.

“Approval” shall mean the written approval of the Owner and of the statutory authorities, wherever such authorities are specified by any codes or otherwise.

“Arbitration Act” shall mean Arbitration and Conciliation Act, 1996, or any amendment or re-enactment thereof.

“Authorization” shall mean approvals required under Applicable Law.

“Contractor Permits” shall mean all Permits, required by the Contractor from any Government Instrumentality for the performance of his obligations

“Contractor’s Representative” shall mean the person named as such in the Contract or other person appointed and from time to time communicated to the Owner by the Contractor in his place in accordance with the terms of the Contract.

“Commencement Date” shall be _____ for project management consultancy for Overhaul of the Plant

“Contract” shall mean the documents as set out in the form of Contract Agreement as may be amended, supplemented, or modified from time to time by agreement in Writing between the Parties.

“Contract Period” shall mean the period from the Commencement Date up to and including the last day of the Contract.

“Documents” shall mean and includes all design documents, engineering documents, Drawings, calculations, computer software (programs), computer media, samples, patterns, models, construction documents, erection documents, Operation and Maintenance Manuals, and other manuals, and the like as well as, all other data and information to be submitted by the Contractor and shall include without limitation, engineering, design and construction drawings, data sheets, specifications, plans, bills of Materials and estimates.

“Fixed PMC Charge” shall mean the Project Management Consultancy (PMC) charges payable by the Owner to the Contractor in respect of execution of all the services as indicated in Clause 7 in this document.

“Governmental Authority” shall mean the Government of India, the state government, any local authority constituted under an act of legislature, and any other authority exercising any power or function in pursuance of an act of legislature, or any rules and regulations made there under, and any successor thereof having legal jurisdiction over the matter or person in question.

“Goods” shall mean all of the equipment, machinery, apparatus, appliances, components and/or other Materials and things, which the Vendors are required to supply to the Owner under the Contract.

“Good Industry Practice” shall mean those practices, methods, acts, techniques and standards as may be followed or employed in the performance of the Work or supply of Goods and discharge of its obligations by the Contractor and which (i) are generally accepted internationally for use in the electric utility industry, taking into account conditions in India, in connection with power stations of the same or similar size and type as the Plant, (ii) are commonly used in prudent electric utility engineering, construction, project management and operations, and (iii) would be expected to result in performance of the Services and completion of Works in a manner consistent with Applicable Laws, Applicable permits, reliability and safety.

“GUVNL” shall mean Gujarat Urja Vikas Nigam Limited

“Notice in Writing” or **“Written Notice”** shall mean a Notice in Writing, typed, or printed or handwritten characters, sent (unless delivered personally or otherwise proved to have been received) by registered post or by electronic transmission to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post or by electronic media it would have been delivered.

“Overhaul” shall refer to the planned maintenance being undertaken for the 2X125 MW Akrimota Thermal Power Station to enhance performance and reliability of the asset

“Overhauling Activities” shall refer to all the activities that are needed to be performed for successful Overhaul of the 2X125 MW Akrimota Thermal Power Station

“Owner’s Representative” shall mean the person appointed by the Owner from time to time and notified as such to the Contractor to act as Owner’s Representative for the purposes of the Contract.

“Package” shall mean a group of ATPS systems that are Packaged together for the execution of Overhaul

“Party” shall mean Owner or Contractor individually and “Parties” means Owner and Contractor collectively.

“Performance Security” shall mean the amount submitted by the Contractor for securing the due and faithful performance of its obligations under the Agreement

“Personnel” shall mean employees/personnel engaged by the Contractor who are based in India and are directly or indirectly engaged by the Contractor in the performance of the Contractor's obligations under this Agreement at the Plant.

“Plant” shall mean the 2X125 MW lignite based thermal power plant operated by GMDC in Akrimota (Akrimota Thermal Power Station, ATPS), comprising of 2 units of 125 MW each

“Procurement Activities” shall mean the activities needed to be performed for Procurement of all the raw materials and services for Overhaul of the 2X125 MW Akrimota Thermal Power Station

“Turnaround” shall refer to the planned maintenance being undertaken for the 2X125 MW Akrimota Thermal Power Station to enhance performance and reliability of the asset

“Turnaround Office” shall refer to the Project Management Office setup on ground at ATPS to oversee the execution of the Overhaul. The Office shall constitute key stakeholders from the Owner and the Team Leader from the Contractor

“Vendor” shall refer to all the goods and services providers that shall be onboarded by GMDC for the execution of the Overhaul Packages

“Willful Default” shall mean an intentional or reckless breach or/ and omission by a Party of any of its obligations under the Contract.

1.2. Interpretation

Words importing Persons or Parties shall include related firms and corporations and any organization having legal capacity. Words importing the singular also include the plural and vice versa where the context requires. Words importing one gender also include other genders.

Unless inconsistent with the provisions of the Contract, the meaning of any shipping terms and the rights and obligations of the Parties there under shall be as set forth in the latest International Chambers of Commerce (ICC) official rules for interpretation of trade terms as per “INCOTERMS 2010”

1.3. Law, language, and measurements

Applicable Law to this Contract shall be the Indian Law. The respective rights, privileges, duties and obligations of the Owner and the Contractor under the Contract shall be governed and determined by the Laws of State and of the Republic of India.

All correspondence, information, literature, data, manuals, definitive documents, notices, waivers, and all other communication, written or otherwise, between the Parties in connection with this Contract shall be in English. The official text of this Contract shall be English.

All measurements shall be in metric system.

1.4. Stamp duty and similar charges

The costs of stamp duties and similar charges imposed by law on the Contract or Agreement, or any part thereof shall be borne by the Contractor.

1.5. Contractor's use of Owner's documents

Copyright in the Owner's requirements and other Documents issued by the Owner to the Contractor shall (as between the Parties) remain the property of the Owner. Ownership in all documents provided by the Contractor to the Owner pursuant to the Contract including design, engineering, Drawings and Works layout (but excluding proprietary information and Manuals provided by Vendors of equipment for use of the Owner) shall vest in the Owner. The Contractor may, at its Cost, copy, use and communicate any such documents for the purposes of the Contract. They shall not, without the Owner's consent, be used, copied, or communicated to a third-party by the Contractor, except as necessary for the purposes of the Contract including performance of Work or supply of Goods.

The Contractor shall indemnify the Owner in case of breach of this Clause by the Contractor. If these Documents are received by a third-party from the Contractor and the third-party makes use of these Documents to cause harm or monetary loss to the Owner or use these Documents for their personal gain / monetary gain, the Contractor shall compensate the Owner for the loss suffered as well as for the value of gain derived by third-party.

1.6. Confidential details

The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out his obligations hereunder. The Contractor shall not publish, permit to be published, or disclose any particulars of the Contract in any trade or technical paper or elsewhere without the previous consent in writing of the Owner and at the Owner's sole discretion.

The Contractor shall indemnify the Owner in case of breach of this Clause. If the confidential details relating to this Contract or its contents are received by a third-party from the Contractor and the third-party makes use of these details to cause harm or monetary loss to the Owner or use these Documents for their personal gain/ monetary gain, the Contractor shall compensate the Owner for the loss suffered as well as for the value of gain derived by

the third-party. The Contractor shall not use the confidential details of the Contract for any other purpose except for the strict purpose of this Contract.

2. Appointment of the Contractor

2.1 Appointment terms

The Owner shall hereby appoint the Contractor, and the Contractor shall hereby accept the appointment to provide project management consultancy, including deployment of skilled, qualified, and competent manpower, and necessary systems, infrastructure, and tools as required for efficient execution of the Overhaul subject to the terms and conditions mentioned in the Contract.

2.2 Duration of the Contract

The Contract shall be deemed to have come into force and effect from _____ and shall remain effective for a period of 12 months, unless terminated or extended as per the terms of this Contract. Further, there shall be a provision for extension for a period as needed, as per the same terms and conditions of the Contract. The Fixed PMC Charge for the extension period shall be the same as the Contract period. The Owner shall provide a Notice in Writing for further extension, 15 days before the expiry of the term of this Contract.

3. Responsibilities of the Contractor

The Contractor is being appointed for overseeing the execution of the Overhaul of the ATPS asset. The key responsibilities of the Contractor include, but are not limited to, the following:

- Project management planning
- Cost control
- Schedule monitoring
- Procurement of work / services / spares / equipment with right quantity, right quality and within right time
- Vendor management
- Risk management and mitigation
- Conflict resolution
- Quality management
- Supervision of installation and successful commissioning
- Supervision of Performance Guarantee Test (PGT) runs and assist Owner in acceptance of PGT
- Health, Safety, and Environment (HSE) management
- Regulatory audits/inspections
- Regular reporting to owners
- Payment processing support

The key services to be delivered by the Contractor are categorized into three major phases – pre-award, overhaul preparation, and overhaul execution. The terms of reference / scope of work have been detailed for each phase below.

3.1 Services during pre-award phase

The pre-award phase shall begin from the initiation of the Vendor RFP process to selection of Vendors for each Package. The Contractor shall be responsible to provide requisite support to the Owner during the pre-award phase. The Contractor's responsibilities shall include, but not be limited, to the following activities:

i. Scope of work review

- i. The Contractor shall support the Owner in reviewing all the technical and design specifications and or drawings of equipment and or associated spares in the Vendors' scope of work for each Package to ensure that it meets the requirements for successful Overhaul of the asset
- ii. The Contractor shall also identify any obsolete and / or outdated items in the Vendors' scope of work and recommend potential alternative solutions and / or items to ensure the feasibility and timely execution of the Overhaul. The Contractor shall submit detailed justification note for alternative solutions, considering the interchangeability, reliability, safety, and ensuring that the alternative solutions are matching the OEM (Original Equipment Manufacturer) / OES (Original Equipment Supplier) specification, along with acceptance parameter needed to be achieved to adopt the alternative solutions

ii. Bid query resolution

- i. The Contractor shall support the Owner in resolving any technical queries raised by the Vendors for Packages during the RFP process, assist in drafting responses, and issuing corrigendum / addendum, as needed
- ii. The Contractor shall deploy competent personnel to provide its unbiased technical inputs and feedback during the technical Bid evaluation process, at the behest of the Owner, as needed

iii. Contract signing and award

- i. The Contractor shall review the final Vendor Contracts, with primary focus on the technical aspects, and provide appropriate inputs and feedback to the Owner prior to signing of the Contracts
- ii. The Contractor shall assist the Owner in resolving any technical queries raised by Vendors, as and when needed, during the issuance of Letter of Award (LoA), and any technical queries raised by the Vendors prior to signing of the Contract
- iii. The Contractor shall coordinate with the strategic consultant, and will make all the efforts to ensure that competitive Vendor is selected at the best reasonable price

iv. Development of draft Overhaul Execution Plan and reporting templates

- i. The Contractor shall create a draft 'Overhaul Execution Plan' across all Packages, focusing on comprehensive list of activities to be executed during the Overhaul, including sequencing of activities to be performed during the Overhaul,

- identification of interdependencies, critical path identification, and clear milestones
- ii. The draft 'Overhaul Execution Plan' shall be created at an equipment level, encompassing all activities including but not limited to dismantling, cleaning, repairing / replacing, installing, commissioning, and testing
 - iii. The Contractor shall create templates for all the reporting requirements defined in Clause 3.2 and Clause 3.3 of this document including but not limited to, 'Master Procurement Register', 'Master Procurement Plan', 'Overhaul Execution Report', and 'Overhaul Readiness Index'
 - iv. The Contractor shall submit for review, all the templates with the ATPS Turnaround Office, including the Owner, and incorporate necessary feedback to ensure comprehensiveness of the reporting templates

3.2 Services during Overhaul preparation phase

The Overhaul preparation phase shall begin after selection of all Vendor partners, up to the start of the Overhaul process at the Plant. The Contractor shall be responsible to provide requisite support to the Owner during the Overhaul preparation phase. The Contractor's responsibilities shall include, but not be limited, to the following activities:

i. Vendor readiness assessment

Procurement:

- i. The Contractor shall act as the first point of contact for all Vendors selected for execution of the Packages. Further, it shall facilitate all Vendor Plant visits before mobilization of teams on ground at ATPS
- ii. The Contractor shall create a 'Master Procurement Register', including all the equipment / materials / items to be procured along with the required services / works, in collaborations with the Vendors, including all the detailed item-wise Bills of Quantity (BoQs) with associated services, costs, and technical specifications to ensure adherence to desired quality and exercise cost control within Contractual limits
- iii. The Contractor shall submit for review, the 'Master Procurement Register' and Procurement plans with the ATPS Turnaround Office, including the Owner, and incorporate necessary feedback to ensure comprehensiveness of the plan
- iv. The Contractor shall be responsible for making recommendations to the Vendors for placing orders of all the equipment and associated spares / material. The Contractor shall draft any necessary approval notes required by the Owner for the same
- v. The Contractor shall review and approve all Procurement and service plans submitted by Vendors for each Package. The Contractor shall consolidate Procurement and service plans created by all the Vendors and create a comprehensive 'Master Procurement Plan' (including all the services) at the Plant level for the purpose of monitoring all the Procurement activities and ensuring timely delivery of all material / services across all Packages

- vi. The Contractor shall monitor compliance to the 'Master Procurement Plan' by the Vendors and resolve any conflicts and / or issues with the Vendors and / or their suppliers that may cause any delay in Procurement of material, subsequently delaying the execution of the Overhaul
- vii. The Contractor shall maintain a digital data sheet (in excel format) of the 'Master Procurement Plan', with the desired timelines and costs vis-à-vis the actual timelines followed and costs incurred by the Vendors to track compliance. The Contractor shall grant all requisite access to the data sheet to the ATPS Turnaround Office, including the Owner, and share necessary summaries for reporting purpose, if requested
- viii. The Contractor shall review the material management systems (e.g., ERP solutions), deployed by the Vendors to track movement of materials and adherence to schedules and quality. Further, the Contractor shall obtain requisite data from the Vendors to integrate with the digital data sheet, as required
- ix. The Contractor shall conduct independent critical path analysis on the consolidated 'Master Procurement Plan', to identify any potential risks that may cause delays in time schedule, deviations from cost schedules, and suggest necessary mitigation actions to minimize impact on the execution of the Overhaul

Inspection:

- i. The Contractor shall consolidate the list of sub-Contractors submitted by the Vendors for execution of the Overhaul, validate their credentials, and align with the Owner prior to their deployment on ground
- ii. The Contractor shall ensure that the procured equipment and associated spares / material are in line with the technical requirements specified in the 'Master Procurement Register'
- iii. The Contractor shall arrange and conduct, in collaboration with ATPS Turnaround Office including, the Owner, required factory visits prior to Procurement of equipment and associated spares / material, review results of Factory Acceptance Tests (FATs) prior to delivery of the material on ground, to ensure adherence to specifications
- iv. The Contractor shall bear and directly pay all costs towards visits of its representatives, agents, or any other person(s) visiting the facilities of any Vendor or supplier for supervising Factory Acceptance Tests, conduct inspection of equipment, or any such requirement that may arise during the project
- v. The Contractor shall conduct inspections in collaboration with the ATPS Turnaround Office to ensure the material delivered in the Plant and in line with the specifications
- vi. The Contractor shall certify the quality and comprehensiveness, against the BoQ, of the procured equipment and associated spares / material through independent inspections and audits, as required
- vii. The Contractor shall highlight to the ATPS Turnaround Office, including the Owner, any deviations in the quality of equipment and associated spares /

material supplied by the Vendors, and support in taking appropriate remedial actions

- viii. The Contractor shall maintain a list of all the equipment and associated spares / material that is rejected during the inspections, along with the corresponding causes of rejection
- ix. The Contractor, in collaboration with ATPS Turnaround Office, including the Owner, shall approve the list of all the alternate equipment and associated spares / material in case of any deviations in the quality and comprehensiveness of the already procured equipment and associated spares / material

Overhaul planning:

- i. The Contractor shall create a detailed (hourly) consolidated 'Overhaul Execution Plan' across all Packages in collaboration with the Vendors and ATPS team, focusing on sequencing of activities, identification of interdependencies, and clear milestones. The 'Overhaul Execution Plan' shall be used as the single source of truth for monitoring schedule compliance for vendors, i.e., deviations in actual timelines vis-à-vis planned timelines
- ii. The 'Overhaul Execution Plan' shall be at an equipment level, encompassing all activities including but not limited to dismantling, cleaning, installation, commissioning, and testing
- iii. The Contractor shall collaborate with the Vendors in developing appropriate Quality Assurance, Quality Control plans, and Field Quality Plans required during the execution of the Overhaul, along with any calibrations necessary, with relevant references and acceptance criteria. The Contractor shall apprise the ATPS Turnaround Office, including the Owner about the plans to enable frequent audits, and highlight potential concerns

ii. Owner readiness assessment and support

- i. The Contractor shall supervise the audits and physical verification of existing inventory at the Plant to identify the equipment and associated spares, and material readily available to be utilized during the Overhaul and provide recommendations for optimal inventory management as required. Further, the Contractor shall integrate the existing inventory with the 'Master Procurement Register' to ensure optimal Procurement and consumption of material
- ii. The Contractor shall act as a liaison between the ATPS Turnaround Office, including the Owner, and the Vendor teams methods, facilitating communication between the key internal and external stakeholders
- iii. The Contractor shall conduct required workshops to educate the ATPS Turnaround Office, including the Owner on the 'Master Procurement Register' and the 'Overhaul Execution Plan'
- iv. The Contractor shall identify the requirements and provide necessary support to the Owner during the preparation and execution of the Overhaul to ensure minimal delays

iii. Vendor workforce deployment

- i. The Contractor shall gather details of all personnel to be deployed by the Vendor prior to deployment and ensure they are in line with Contractual requirements
- ii. The Contractor shall supervise the mobilization of workforce on ground ensuring it is in line with the details specified above, workforce deployed are technically competent, and necessary tools and tackles are available to minimize potential delays
- iii. The Contractor shall collaborate with the Owner in arranging accommodation, ensure the availability of supporting infrastructure, including but not limited to workshops, medical facilities, and food and beverage facilities for the teams deployed by Vendors for the course of the Overhaul to facilitate the smooth execution
- iv. The Contractor shall submit standard operating procedures (SOP) to ensure the workforce deployed by the Vendors adhere to the appropriate health, safety, and environment (HSE) requirements at the time of deployment. This will include medical tests required, if any, among other requirements to be aligned with the Plant HSE team

iv. Conflict resolution and interface control

- i. The Contractor shall maintain a consolidated list of queries and / or issues raised by the Vendors pertaining to the 'Master Procurement Register' and 'Overhaul Execution Plan', with clear timelines for resolution, status of resolution, root causes for delays in resolution, and actual timelines for resolution
- ii. The Contractor shall strive to resolve all issues on the same working day and highlight any open issues to the Owner that may require any interventions from the Owner, along with potential solutions to the issues
- iii. The Contractor shall facilitate cross-vendor collaboration to manage material shortages and adjustment in payments, as needed, to ensure timely execution of the Overhaul
- iv. The Contractor shall ensure smooth coordination and integration of various Packages and Vendor scope, and act as an intermediary between the Vendors and the ATPS Turnaround Office for alignment on activities

v. Cost and claims management

- i. The Contractor shall accumulate all invoices raised by Vendors during the Overhaul preparation phase and share with the Owner to be processed. Further, the Contractor shall certify time schedules, cost schedules, and quality requirements followed by the Vendors, with estimation of liquidated damages, if applicable, to support the Owner in processing the invoices
- ii. The Contractor shall maintain logs for running accounts with Vendors and ad-hoc payments made during the Overhaul preparation phase, if applicable. The Contractor shall collaborate with the Owner to track all payments made vis-à-vis

payment milestones defined in Contracts and provide required reports to the Owner, if requested

vi. Reporting and governance

- i. The Contractor shall deploy the 'Team Leader' described in Clause 6.5 of this document, as part of the ATPS Turnaround Office for on ground governance of the Overhaul
- ii. The Contractor shall setup appropriate reporting tools and systems to provide real-time information on project progress vis-à-vis 'Overhaul Execution Plan'
- iii. The Contractor shall monitor and report performance against Vendor's KPIs defined in the Vendor Contracts at regular intervals, aligned prior to the Commencement Date with the Owner. The KPIs to be monitored and reported shall be mutually agreed between the Contractor and the Owner. The Contractor may design additional KPIs at the request of the Owner, as needed
- iv. The Contractor shall create a Vendor readiness index for all the individual Packages, which shall be consolidated to an Overhaul readiness index
- v. The Contractor shall organize regular meetings with Vendors and the ATPS Turnaround Office to align on status of Procurement of materials, and resolving critical issues to minimize delays in execution of the Overhaul
- vi. The Contractor shall organize weekly meetings with the Owner for discussion on any anticipated delays, highlight key decision points, seek strategic advice, and identify mitigating actions to address potential risks
- vii. The Contractor shall submit weekly project update reports with a detailed analysis of the progress against the 'Master Procurement Plan' and highlight key interventions required from the Owner
- viii. The Contractor shall submit the 'Master Procurement Register' and the 'Overhaul Execution Plan' for review and approvals from the Owner
- ix. The Contractor shall submit all invoices and estimation of liquidated damages for the Vendors for approvals and processing by the Owner
- x. The Contractor shall submit a 'Overhaul Preparation Report' after the completion of all the procurement and preparatory activities, certifying successful completion of all the preparatory activities including complete execution of master procurement plan, and providing a go ahead for initiating the shutdown and execution of the Overhaul

3.3 Services during Overhaul execution phase

The Overhaul execution phase shall begin from the initiation of the Overhaul, up to the commissioning and handover of the asset to the Owner, in a fully functioning condition. The Contractor shall be responsible to provide requisite support to the Owner during the Overhaul execution phase. The Contractor's responsibilities shall include, but not be limited, to the following activities:

i. Scope management

- i. The Contractor shall ensure Vendors for all Packages execute the scope of work as per Contractual requirements
- ii. The Contractor shall monitor compliance of the Vendors towards Contractual requirements, highlight potential deviations to the ATPS Turnaround Office, including the Owner, and collaborate with the Vendors to ensure completion of all requisite activities

ii. Schedule management

- i. The Contractor shall monitor the progress of work on ground vis-à-vis the 'Overhaul Execution Plan', conduct root cause analyses for delays in execution, and collaborate with Vendors to ensure timely execution
- ii. The Contractor shall conduct independent critical path analyses on the 'Overhaul Execution Plan' in collaboration with the Vendors, to identify potential risks leading to delays in execution of the Overhaul.
- iii. The Contractor shall identify mitigating actions to minimize the impact of the identified risks in the 'Overhaul Execution Plan', and support in implementing the mitigating actions on ground in collaboration with the Vendors
- iv. The Contractor shall monitor and track the consumption of material vis-à-vis the 'Master Procurement Register', for effective inventory management

iii. Cost and claims management

- i. The Contractor shall accumulate all invoices raised by Vendors during the Overhaul execution phase and share with the Owner to be processed. Further, the Contractor shall certify time schedules, cost schedules, and quality requirements followed by the Vendors, with estimation of liquidated damages, if applicable, to support the Owner in processing the invoices
- ii. The Contractor shall assist the Owner in resolution of potential change notification or change proposals to the scope or Contractual terms with the Vendors for Packages, as applicable
- iii. The Contractor shall maintain logs for running accounts with Vendors and ad-hoc payments made during the Overhaul execution phase, if applicable. The Contractor shall collaborate with the Owner to track all payments made vis-à-vis payment milestones defined in Contracts and provide required reports to the Owner, if requested

iv. Vendor management

- i. The Contractor shall act as the first point of contact for all Vendors selected for execution of the Packages
- ii. The Contractor shall ensure compliance of the Vendors to the Overhaul Execution Plan across all Packages, identify deviations from the Plan, analyze root causes, and assist Vendors in implementing rectifying measure to ensure timely completion of the Overhaul

- iii. The Contractor shall supervise and provide technical assistance in execution of the activities undertaken by the Vendor, as needed, throughout the course of the Overhaul
- iv. The Contractor shall monitor and ensure availability of all personnel from the Vendors' side as per Contractual requirements
- v. The Contractor shall strive to resolve all issues on the same working day and highlight any open issues to the Owner that may require any interventions from the Owner, along the potential solutions to the issues
- v. Risk management**
 - i. The Contractor shall ensure the availability of qualified technical experts, as defined in Clause 6.7 to resolve technical issues witnessed during the execution of the Overhaul, in collaboration with the Vendors, and provide necessary guidance, as required
 - ii. The Contractor shall create detailed mitigating action plans for potential risks identified during the independent critical path analyses for each Package, with clear timelines for execution
 - iii. The Contractor shall review and approve all health, safety, and environment (HSE) related documents for execution of the Overhaul, including but not limited to work permits, in collaboration with the Plant HSE team
 - iv. The Contractor shall organize and lead HSE studies and Project Health, Safety and Environment Review (PHSER) processes, as required, during the execution of the Overhaul
- vi. Statutory compliance and requirements**
 - i. The Contractor shall facilitate audits and inspections to be conducted by Government Authorities and other key external stakeholders during the execution of the Overhaul (e.g., boiler inspections)
 - ii. The Contractor shall support the Owner in coordinating with GUVNL for shutdown requirements, as required
 - iii. The Contractor shall ensure compliance of all the Vendors and the Plant to statutory requirements, during the execution of the Overhaul
- vii. Quality and change control**
 - i. The Contractor shall identify any deviation from the Quality Assurance and Quality Control plans (as defined in Clause 3.2.1) followed by the Vendors, highlight potential risks to the ATPS Turnaround Office, including the Owner. Further, the Contractor shall identify potential mitigation actions to ensure adherence to quality requirements, and support in implementing the actions
 - ii. The Contractor shall submit a log of all the deviations against the Quality Assurance and Quality Control plans during the execution of the Overhaul, with the necessary actions taken against each deviation, as part of the daily progress report (as defined in Clause 3.3.9)

- iii. The Contractor shall ensure change order management through appropriate Written Notice for any changes in technical design and / or specifications, in collaboration with the ATPS Turnaround Office, including the Owner, with appropriate justification for the changes to be accepted

viii. Performance Guarantee Test Runs and commissioning

- i. The Contractor shall ensure the Vendors prepare comprehensive pre-commissioning checklists, review the checklist in collaboration with the technical experts and the ATPS Turnaround Office
- ii. The Contractor shall review the list, procedures, and acceptance criteria of Performance Guarantee Test Runs (PGTRs) submitted by the vendors, to ensure comprehensiveness of the same for successful commissioning of the asset
- iii. The Contractor shall support in supervision of the PGTRs conducted by the Vendors and ensure the performance parameters are in line with the key technical markers specified in the Contracts with the Vendors
- iv. The Contractor shall prepare a report summarizing the outcomes of the PGTRs, including a punch list of action items to be addressed by the Vendors in case of any gaps in meeting the performance thresholds. The report shall be submitted to the Owner for review
- v. The Contractor shall also identify potential actions to address any gaps in meeting the performance thresholds, with necessary inputs from technical experts, and support the Vendors in implementing the actions, prior to handover of the Plant to the Owner
- vi. The Contractor shall obtain all relevant documents, data, and reports from the Vendors during the commissioning stage, and handover to the Owner post successful commissioning

ix. Reporting and governance

- i. The Contractor shall organize daily meetings with Vendors and the ATPS Turnaround Office to align on status of execution of the Overhaul, and resolving critical issues to minimize delays
- ii. The Contractor shall organize weekly meetings with the Owner for discussion on any anticipated delays, highlight key decision points, seek strategic advice, and identify mitigating actions to address potential risks
- iii. The Contractor shall submit daily project update reports with a detailed analysis of the progress against the Overhaul Execution Plan and highlight key interventions required from the Owner
- iv. The Contractor shall submit monthly project update reports, with a detailed analysis of progress against the Overhaul Execution Plan, deviations observed from the plan and key mitigation actions undertaken, and highlight key interventions required from the Owner
- v. The Contractor shall review, certify, and submit all PGTR reports received from the Vendors for approval from the Owner prior to handover of the Plant
- vi. The Contractor shall prepare and submit a detailed Overhaul execution report, within 1 (one) week post completion of the handover of the Plant, detailing the activities undertaken across all the system, planned versus actual schedule

compliance, material consumption vis-à-vis 'Master Procurement Register', and other key activities undertaken to ensure successful completion of the Overhaul

4. Responsibilities and rights of the Owner

4.1 Responsibilities of the Owner

The Owner shall be responsible for the following key activities pertaining to the execution of the Overhaul of the Plant

i. Statutory obligations

The Owner shall, above the Fixed PMC Charge, be responsible for payments of all statutory dues including but not limited to those levied by the government / semi-government / local authorities / gram panchayat / state distribution utility (DISCOM) / state transmission utility, attributable to the Owner during the preparation and execution of the Overhaul.

ii. Contractor accommodation

The Owner will arrange for the Contractor's accommodation and food & beverage requirements at the Plant for the key Personnel deployed on ground to oversee the execution of the Overhaul, on chargeable basis and on the basis of availability of accommodation. The Contractor shall ensure that the Personnel are available at the Plant for the entire course of Overhaul and shall take requisite consent from the Owner with prior intimation through a Written Notice in case of any changes in availability of Personnel.

Further, the Team Leader shall be present at the Owner's corporate office in Ahmedabad for progress review and other meetings that may be organized during the course of the Overhaul. The Contractor shall arrange for their own accommodation and food & beverage requirements for representatives travelling to Ahmedabad for such meetings.

4.2 Rights of the Owner

The Owner, throughout the tenure of the Contract, reserves the following rights relating to preparation and execution of the Overhaul of the Plant, not specifically granted to the Contractor.

i. General policies and procedures

The Owner reserves the rights for review and determination of general policies and procedures not previously delegated to the Contractor as part of the scope of work.

ii. Audits

The Owner may, from time to time, designate any responsible person on its behalf to conduct audits, pertaining to the Owner's capacity defined in the Contract, of financial

(billing and invoicing), technical, safety, and to visit and inspect the Plant to discuss such affairs, which relate to the services provided by the Contractor, with its authorized representatives

iii. Access to data

The Owner reserves the rights to access all records, documents, and data relating to the services provided by the Contractor and the Vendors, during the preparation and the execution of the Overhaul, including for making copies thereof or extracts.

The Owner shall have the right, at all times, on reasonable notice and at the premises of the Contractor to examine drawings / design documents which have been prepared by the Contractor and / or the Vendors.

5. Contractor performance measurement and deliverables

5.1 Deliverables

The deliverables (with timelines) in Contractor’s scope of work across each phase of the project are specified in the table below:

Phase	Deliverables	Timeline	Liquidated damages
Pre-award Phase	Technical review of final Vendor Scope / Contract (if applicable, to be mutually agreed with the Owner)	Date of sharing the Vendor Scope / Contract with Contractor + 3 working days	
	Draft Overhaul Execution Plan (Draft list of activities to be undertaken during the execution of the Overhaul across all Packages including but not limited to timelines (start date and end date), sequencing of activities, interdependencies, milestones, responsibilities, inter-package coordination, list of statutory clearances required during the overhaul)	Contract commencement date of the Contractor + 8 weeks	0.5% of the milestone fee (for payment milestone 1.2 defined in Annexure A) per week of delay in submission
	Templates for reporting and governance (Templates for Master Procurement Plan, Overhaul Execution Plan, Overhaul Preparation Report, Weekly / Daily Project Update Reports, with necessary KPIs, reporting requirements and structure etc.)	Contract commencement date of the Contractor + 8 weeks	0.5% of the milestone fee (for payment milestone 1.3 defined in Annexure A) per week of delay in submission

Phase	Deliverables	Timeline	Liquidated damages
Overhaul preparation phase	Master Procurement Register (Consolidated BoQs across all Packages including but not limited to the list of items, quantities, vendor details, lead times, and associated costs, clearly indicating items already available at the Plant)	Contract commencement date of Vendor for the last Package to be awarded + 4 weeks	0.5% of the milestone fee (for payment milestone 1.4 defined in Annexure A) per week of delay in submission <i>(Only if the delay is attributable to the Contractor)</i>
	Master Procurement Plan (Consolidated list of items to be procured across all Packages, with timelines (order date to delivery date))	Contract commencement date of Vendor for the last Package to be awarded + 4 weeks	
	Final Overhaul Execution Plan (Consolidated list of activities to be undertaken during the execution of the Overhaul across all Packages including but not limited to timelines (start date and end date), sequencing of activities, interdependencies, milestones, responsibilities, inter-package coordination, list of statutory clearances required during the overhaul)	Contract commencement date of Vendor for the last Package to be awarded + 8 weeks	0.5% of the milestone fee (for payment milestone 1.5 defined in Annexure A) per week of delay in submission <i>(Only if the delay is attributable to the Contractor)</i>
	Overhaul Preparation Report (Comprehensive report including but not limited to certification of successful completion of all preparatory activities including complete execution of master procurement plan, and go ahead for initiating the shutdown and execution of the Overhaul)	Last date of the approved Master Procurement Plan + 1 week	0.5% of the milestone fee (for payment milestone 1.6 defined in Annexure A) per week of delay in submission <i>(Only if the delay is attributable to the Contractor)</i>
Overhaul execution phase	Monthly Project Update Reports (Comprehensive report including but not limited to detailed progress against the Overhaul Execution Plan, deviations observed, and corresponding mitigation actions taken)	Last date of every calendar month during the time period defined in the Final Overhaul Execution Plan	0.5% of the milestone fee (for payment milestone 2.1 defined in Annexure A) if the activities to be completed, as per the Final Overhaul Execution Plan, by the end of the calendar month under consideration are not completed <i>(Only if the delay is</i>

Phase	Deliverables	Timeline	Liquidated damages
			<i>attributable to the Contractor)</i>
	Certification and summary of all the PGTR reports with list of action items and implementation plan to address the action items	As per the submission date of PGTR defined in the Final Overhaul Execution Plan approved by the Owner	0.5% of the milestone fee (for payment milestone 2.2 defined in Annexure A) per week of delay in submission <i>(Only if the delay is attributable to the Contractor)</i>
	Detailed Overhaul execution report (Consolidated report including but not limited to the successful PGT results, key activities undertaken during the Overhaul across all Packages, key performance parameters across all systems, and overall Plant performance post Overhaul)	Date of completion of Overhaul defined in the Final Overhaul Execution Plan approved by the Owner + 1 week	0.5% of the milestone fee (for payment milestone 2.3 defined in Annexure A) per week of delay in submission <i>(Only if the delay is attributable to the Contractor)</i>
Reporting and Governance	Weekly progress report including any potential risk mitigation plans and necessary interventions from the Owner, during the Overhaul Preparation Phase	Weekly (starting date of commencement as indicated in the Master Procurement Plan)	-
	Daily progress report including potential risk mitigation plans and necessary interventions from the Owner, during the Overhaul Execution Phase	Daily (starting date of commencement of Overhaul as indicated in the Overhaul Preparation Report)	-

Note – Any delay more than 3 days shall be accounted as a week of delay while calculating the liquidated damages

5.2 Overall ceiling on liquidated damages

All periodic liabilities due from the Contractor arising out of the shortfall of performance levels mentioned under Clause 5.1, as per the liquidated damages defined in Clause 5.1, during the course of the Overhaul, shall be restricted to a maximum of 10% of the Fixed PMC Charge defined in Clause 7 of this document.

5.3 Incentive for timely delivery of the project

The Contractor shall be awarded with an amount equivalent to 5% of the Fixed PMC Charge defined in Clause 7 of this document, as an incentive for timely delivery of the project, if the Contractor is able to successfully complete the approved Final Overhaul Execution Plan with

the necessary quality standards, within the approved Final Overhaul Execution Plan schedule. In case the output delivered by the Contractor is not acceptable to the Owner, the Contractor shall not be awarded with this incentive, despite timely completion of the Final Overhaul Execution Plan. If the project is not completed as per the approved Final Overhaul Execution Plan schedule for any reason, the Contractor shall not be awarded with this incentive.

5.4 Liquidated damages for delay

If the Contractor fails to start the actual work within 14 days from the date of acceptance of LOA, a liquidated damages @ Rs.15, 000/- per day shall be leviable, for a maximum period of 20 days. If the Contractor fails to start work even after 20 days, the Owner will be free to forfeit the EMD and/or SD, or both the EMD and SD and take action stipulated.

5.5 Liquidated damages for errors / variation

In case any error or variation is detected in the reports submitted by the Contractor and such error or variation is the result of negligence or lack of due diligence on the part of the Contractor, the consequential damages thereof shall be quantified by the Owner in a reasonable manner and recovered from the Contractor by way of deemed liquidated damages, subject to the ceiling defined in Clause 5.2 of this document.

6. Personnel and representatives

6.1 General

The Contractor shall employ and provide such qualified and experienced Personnel as specified below and as may be required to carry out the Services:

Position	Minimum Qualification	Minimum years of exp. Post qualification experience	Minimum Qualification Experience
Team Leader	Graduation in Mechanical / Electrical / Power / Instrumentation / or equivalent Engineering (BE/B.Tech)	15 years	Experience of working on at least 5 PMC engagements related to EPC / Overhauling of coal or lignite based thermal power Plant / large boilers / large turbines
Function Leaders	Graduation in Mechanical / Electrical / Power / Instrumentation / or equivalent Engineering (BE/B.Tech)	10 years	Experience of working on at least 2 PMC engagements related to EPC / Overhauling of coal or lignite based thermal power Plant / large boilers / large turbines

Position	Minimum Qualification	Minimum years of exp. Post qualification experience	Minimum Qualification Experience
Technical Experts	Graduation in Mechanical / Electrical / Power / Instrumentation / or equivalent Engineering (BE/B.Tech)	10 years	Experience of at least 10 years in design / operations and maintenance / EPC / Overhauling of coal or lignite based thermal power projects

6.2 Deployment of Personnel

- i. All of Contractor's Key Personnel required in carrying out the services described in Clause 3 of this document, shall be present at the Plant during the course of the Contract
- ii. The key Personnel listed in submitted approved by the Owner. No other key Personnel shall be engaged without prior Approval of the Owner
- iii. If the Contractor proposes to engage any other person as professional Personnel after the Contract is awarded, they shall submit to the Owner their proposal along with a CV of the person as per the format already provided. The Owner may approve or reject such proposal within 10 (ten) working days of receipt thereof. In case the proposal is rejected, the Contractor may propose an alternative person for Owner's consideration. In case the Owner does not reject a proposal within 10 (ten) working days of the date of receipt thereof under this, it shall be deemed to have been approved by the Owner

6.3 Substitution of Personnel

The Owner expects all the Key Personnel i.e., Team Leader, Package Leaders and Technical Experts, to be available during execution of all the services defined in Clause 3 of this document. The Owner shall not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Contractor and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified personnel being provided to the satisfaction of the Owner.

6.4 Team Leader

The person designated as the Team Leader of the Contractor's Personnel as specified in Clause 6.1, shall be responsible for the successful delivery of the Project. They shall also be responsible for the coordinated, timely and efficient functioning of all the Package Leaders other personnel in their team. The Team Leader shall be a permanent employee of the Contractor and shall be present on the Contractor's payroll. The Contractor shall attach a self-certification for Team Leader's permanent employment with the Contractor.

6.5 Function Leaders

The person designated as a Function Leader of the Contractor's Personnel as specified in Clause 6.1, shall be responsible for the successful Overhaul of the Function assigned to them. The Contractor shall deploy five Function leaders, for the following functions – Mechanical, Electrical, Instrumentation, Civil, Admin & HR. The Function Leaders shall be responsible for managing all day-to-day activities in their Functions and shall be assumed as the single point of contact for their Function. The Function leaders shall deploy adequate amount of other personnel, who shall work directly under the Function leader for successful delivery of the project. The Function Leaders shall be permanent employees of the Contractor and shall be on present the Contractor's payroll. The Contractor shall attach a self-certification for Function Leaders' permanent employment with the Contractor.

6.6 Technical Experts

The person designated as a Technical Expert of the Contractor's Personnel for a Package, as specified in Clause 6.1, shall be responsible for resolving all the technical issues/queries that may occur during the project, for the Package assigned to them. The Contractor shall deploy four Technical Experts, for the four Packages identified for the Overhaul. The Technical Expert shall work closely with the Vendor and the Owner teams at the Plant and suggest appropriate courses of action as and when required, for successful completion of the project.

6.7 Sub-Contractors

The sub-Contracting of the entire terms of the Contract by the Contractor shall not be permitted.

7. Payment terms

The Fixed PMC Charge as agreed between the Contractor and the Owner (as per Annexure A), shall be payable as per the delivery milestones defined in Annexure A. The Contractor shall submit invoices upon achieving milestones. The Owner shall make payment within 30 days of submission of invoices upon verifying the milestone for which invoice is submitted subject to deduction of any damages pursuant to Contract conditions

Applicable GST, over and above approved Fixed PMC Charge, at the time of invoicing shall be reimbursed by the Owner upon submission of proof thereof. The risk of applicability of any taxes, duties, and levies except GST, shall rest with the Bidder

All payment shall be subject to TDS as per the Applicable Law. TDS certificate shall be submitted within 30 (thirty) days from date of deduction.

8. Insurance to be taken out by Contractor

- i. The Contractor shall procure and maintain, at its own cost, Professional Liability Insurance or other appropriate insurance required as per the Good Industry Practice or Contractor's own standard practices during the duration of the Contract. At the Authority's request, the Contractor shall provide evidence of insurance covers, or a certificate of all insurances maintained on request of Authority

- ii. The Contractor shall indemnify the Authority for any liability pertaining to loss of any life, health, accidents, travel, and any other losses to its personnel including sub consultant/specialist deployed by the Consultant to perform scope of work specified under this Contract
- iii. The entire responsibility on account of any accidents, damage or personal injury which may occur to any of The Contractor's vehicles/ equipment or his/its employees, or any outside party shall be exclusively that of the Contractor, and no claim whatsoever shall be entertained by the Authority on this account. The Contractor shall keep the Authority indemnified from all the consequence
- iv. The Authority undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the Personnel of the Contractor or specialists associated with the Contractor for the purposes of the Services, nor for any member of any such person
- v. In the event of any breakdown or accident during the course of any operation, the Contractor shall notify the facts to the Authority, 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 Authority

9. Non fulfilment of terms and conditions and Termination of Contract

- 1. If at any time during the currency of this contract, if any breach occurs due to the reasons attributed to the Contractor, 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 Contractor. The Owner shall be entitled to forfeit the Performance Security as Liquidated damages
- 2. If the Contractor 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 Contractor. This, however, shall not absolve the Contractor 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 Contractor and the Contractor shall be responsible to pay such cost incurred by the Owner to complete the work and / or to get the work completed
- 3. Likewise, if the Contractor 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 Contractor, 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 Contractor
- 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 reduce the Contract work at any time without giving any notice or reason to the Contractor and without incurring any responsibility.

10. Contract terms and conditions

10.1 Statutory Obligations

1. That the Contractor shall obtain license under the Bombay Shops and Establishment Act, and it shall pay wages and benefits in accordance with the applicable laws and shall not pay less than as notified by the Government Authorities from time to time and shall maintain the employment records as required under applicable laws
2. That the Contractor shall get his own License under Contract Labor (Regulation and Abolition) Act. It shall be binding to get the same renewed from time to time and shall maintain all the records as per the act
3. That the Contractor shall be responsible to enroll his employees, deduct, add and deposit in the relevant accounts the contributions as required under the Employees State Insurance Act, 1952 and the Employees Provident Funds and Miscellaneous Provisions Act 1952 and any other enactment's covered under the various applicable labor laws as well as maintain all books of records for the staff and employees deputed by it for this contract such as required under any laws applicable. The Contractor shall also furnish a copy of such statements as documentary proof to the Owner
4. That if the Contractor is not covered under the Employees State Insurance Act, 1952 then it shall be the duty of the Contractor to take appropriate insurance cover under the Workmen Compensation Act and take Group Personal Accident Policy for all the employees deputed at the project site
5. The Contractor has to issue to the employee's Identity card with their photos and shall also maintain relevant register
6. That the Contractor shall give leave/holiday to its workforce as per the provisions of labor laws applicable
7. Every person deployed by the Contractor in a plant must wear safety gadgets to be provided by the Contractor
8. Any statutory clearance, permission required for the work, its completion, commissioning shall be in Contractor's scope
9. The Contractor will be required to obtain License from the office of the Labor Commissioner for the required strength of labor, before commencement of work

at site and the same shall be maintained updated and valid throughout the currency of the contract

10. If any amount becomes payable by the Owner as a result of any claim or application in terms of the provisions or non-compliance of provision of the any Acts, and the Rules and Regulations, By-laws or the Orders made there under, applicable from time to time, such amounts shall be recoverable from the Contractor for which the Owner will not be responsible for any compensation
11. That the Contractor would obey with all applicable laws and maintain all such necessary records as necessitated under such enactments
12. The Contractor shall also indemnify the Owner against any claims, compensations, damages, loss, liquidated damages etc. for breach and / or non-fulfillment of the prevailing Rules and Regulations and other statutory provisions in force from time to time and applicable to the work during the currency of contract
13. The Contractor shall comply with other statutory provisions of Law. The Contractor shall comply with all applicable laws, ordinances, approved standards, rules and regulations, and shall procure all necessary municipal and governmental permits, licenses and inspection and shall pay all fees and charges in connection with the items covered by the contract. The Contractor shall serve the Owner harmless as a result of any in factions thereof. Contractor will be solely liable for all non-compliances. The following are some of the major Government of India Acts and Regulations to be complied with by the Contractor. The List is illustrative and not exhaustive.
 - The Factories Act of 1948 (63 to 1948) and Amendments and Rules (Amended up to date)
 - The Electricity Act, 2003 and rules made there under
 - The Indian Boiler Regulation Act, 1950 and rules made there under
 - The Minimum Wages Act, 1948
 - The Employees Compensation Act 1923 and Amendment Act 2010
 - The Payment of Wages Act 1936 and Amendment Act 2012
 - Payment of Bonus Act 1965 and Amended up to date
 - Contract Labor Regulations& Abolition Act 1970
 - Interstate Migrant Workmen (Regulations) Act 1979

10.2 Bankruptcy

1. If the Contractor commits an act of Bankruptcy or goes into liquidation except for construction purposes, or if its business is carried on by a receiver, such receiver, liquidator or any person in whom the contract may become vested shall forthwith give notice thereof in writing to the Owner and in reasonable time during which he shall take all reasonable steps to prevent stoppage of performance of the contract, have the option of carrying out the contract subject to his or their providing such guarantees as may be required by the Owner but not exceeding the value of the work for the time being remaining unexecuted
2. In the event of stoppage of performance under the contract, the period of option under this clause shall be decided by the Owner considering the situation, provided that the above option is not exercised, the Owner may terminate the contract by serving notice in writing to the Contractor. The power and provision so reserved to the Owner on taking of the work out of the Contractor's hands shall apply as far as they may be when the contract is so terminated

10.3 Notice

Written notice shall be deemed to have been duly served if delivered to the individual or to Contractor or to the Signing Authority of the Owner from whom it is intended, or if delivered at or sent by mail or post, to the last business address known to him who gives the notice.

10.4 Canvassing not Permitted

1. Contractor should not canvass their offer personally or otherwise by approaching the Chairman or the Member of the Owner. If any Contractor wants to make any representation regarding his offer, he should write to the General Manager (Power), if he desires, but personal and oral representations are not permitted
2. In spite of the above clear instructions, any Contractor is found to canvass his offer or against his competitor's offer through personal approach to the competent authority or the officials of the Owner, their offer will be rejected without assigning any reason and the firm even is blacklisted

10.5 Indemnification

The Contractor 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 Contractor has responsibility for the care of the works to the extent resulting from Contractor'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 Contractor shall provide Undertaking of Indemnity, in the form of Annexure 10 of this document.

10.6 Arbitration

All questions, disputes, differences whatsoever which may at any time arises between the parties to this Contract and subsequent contract in connection with the Contract and subsequent contract or any matter arising out of or in relation thereto, shall be referred to Sole Arbitrator as per the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendment thereto and the venue of arbitration proceedings shall be at Ahmedabad only. The Language of the Arbitration shall be in English only.

10.7 Governing Law

This Contract shall be construed and interpreted in accordance with and governed by the laws of India.

10.8 Jurisdiction

The matter related to any dispute or difference arising out of this Contract and subsequent contract shall be subject to the exclusive jurisdiction of Court at Ahmedabad only.

10.9 Completion of Work

1. Upon the Contractor fulfilling the entirety of its obligations under the Contract to the satisfaction of the Owner and subject to terms and conditions of the Contract, it shall become eligible to apply for a Completion Certificate. The General Manger of the Owner shall formally issue the Completion Certificate, after verifying from the completion documents and satisfying himself that the Works under the Contract have been completed in accordance with all the provisions of this Contract. The Contractor, after obtaining the Completion Certificate shall become eligible to present the final bill for the Works executed by it under the Contract
2. Upon completion of Works under the Contract and before the application for the Completion Certificate, the Contractor shall clear the project of the Owner of all rubbish, dirt, structures, scrap, oily rags etc. Failure to clear the project may constrain the Owner to clear the said site at the risk and cost of the Contractor
3. The Contractor shall provide the Owner with any and all documents/records/proofs that may be demanded before issuance of Completion Certificate

10.10 Accident and Responsibilities of Contractor

1. The entire responsibility on account of any accidents, damage or personal injury which may occurred to any of the Contractor's vehicles/ equipment or his/its employees, or any outside party shall be exclusively that of the Contractor and no claim whatsoever shall be entertain by the Owner on this account. The Contractor shall keep the Owner indemnified from all the consequence

2. In the event of any breakdown or accident during the course of any operation, the Contractor shall notify the facts to the Project Authority, 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 Project Authority
3. The Contractor shall pay all claims, damages and compensation with cost arising out of or resulting there from to the third party(s) and in case the Owner would be required to face any proceedings all to pay any amount on the aforesaid account, it shall be deemed to have been discharge on behalf of the Contractor, the same amount shall be recovered half-an hour rest interval in between. The Contractor shall ensure that the attendance of all the supplied manpower shall be taken through biometric attendance machine

10.11 Foreclosure

1. In case of any necessity arising due to local working conditions or any unforeseen reason not in the control of the Owner or of the Contractor, Committee comprising of representative of the Owner, Contractor and Outside Expert from Technical and Financial background shall be constituted and Committee will look into the reasons/causes and analyze the conditions as to whether the work awarded is feasible to continue with the existing terms and conditions of the contract or any other available option or to Fore Close the contract in the interest of both the Owner and the Contractor
2. If after study of the prevailing conditions of the contract under execution, committee recommends to Foreclose the contract keeping in view the financial implication to both the Owner and Contractor, guideline/Modality of the Fore Closure of the contract shall be decided by the committee considering the work executed and unexecuted, period of the contract completed and balance period of the contract, value of the work executed and value of the work unexecuted etc.

10.12 Force majeure

1. Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
2. Natural phenomena such as flood, draughts Cyclone, earthquake and epidemics, declaration of war
3. Acts of any government, including but not limited to war, declared or undeclared priorities, quantities, embargoes, providing either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cases
4. The Contractor 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

5. For delay arising out of Force Majeure, the Contractor will not claim extension in completion date for a period exceeding the period of delay attributable to the causes of force Majeure and neither company nor the Contractor shall be liable to pay extra costs (like increase in rates, remobilization, advance, idle charges for labor and machinery etc.) provided it is mutually established that the Force Majeure conditions did actually exist
6. If any of the Force Majeure conditions exists in the place of operation of the Contractor even at the time of submission of bid, he will categorically specify them in his bid and state whether they have been taken into consideration in their quotations
7. The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/ or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time

Annexure A: Price Schedule for Project Management Consultancy

The Owner hereby covenants to pay the Contractor for performance of the Contractual terms as payment terms specified hereunder –

S. No.	Deliverables and Milestone	Fixed PMC Charge	Timeline
1	Pre-award and Overhaul preparation phase		
1.1	Mobilization fee		Contract commencement date of the Contractor + 2 weeks
1.2	Submission of draft Overhaul Execution Plan		Contract commencement date of the Contractor + 8 weeks
1.3	Submission of templates for reporting and governance		Contract commencement date of the Contractor + 8 weeks
1.4	Submission of final Master Procurement Register and Master Procurement Plan		Contract commencement date of Vendor for the last Package to be awarded + 1 month
1.5	Submission of final Overhaul Execution Plan		Contract commencement date of Vendor for the last Package to be awarded + 2 months
1.6	Submission of final Overhaul Preparation Report		Last date of Overhaul preparation (as per Master Procurement Plan) + 1 weeks
2	Overhaul execution phase		
2.1	Program management support during the Overhaul preparation phase and Overhaul execution phase, reporting on a weekly / daily basis, and supporting the Owner in discussions with key stakeholders		Monthly (during the time period defined for execution of the Overhaul Execution Plan) in equal installments, upon successful fulfillment of reporting requirements for the month
2.2	Submission of final PGTR reports for all Packages		As per the submission date of PGTR defined in the Final Overhaul Execution Plan approved by the Owner
2.3	Submission of detailed Overhaul execution report		Date of completion of Overhaul defined in the Final Overhaul Execution Plan approved by the Owner + 1 week