

**PRE BID MEETING FOR TECHNICAL FEASIBILITY STUDY FO BIOMASS PELLETS CO-FIRING (Document No: TENDER/LPGCL/2023-24/T-01)**

**DATED: 27.12.2023 TIME: 12:00 HRS TO 14:00 HRS**

**Bidder Representative Present (Online- Microsoft Teams)**

- 1 M/s Black & Veatch
- 2 M/s Avant-Grade systems and controls (P) Ltd.
- 3 M/s TATA Consulting Engineers Ltd.
- 4 M/s Fichtner Consulting Engg. India Pvt. Ltd.
- 5 M/s Wapcos Limited
- 6 M/s Dornier Group (India) Private Ltd.
- 7 M/s Bodh Solution

**Members present (LPGCL-Noida)**

- Sh. Ravi Paliwal  
 Sh. Narender Wadhwa  
 Sh. Sushil Kumar Jain  
 Sh. Sanjeev Kumar Singh  
 Sh. Munish Kaushik  
 Sh. Raghvendra Kumar Singh

**Bidder Representative Present (Offline-LPGCL, Noida)**

- 1 M/s ITCOT Limited
- 2 M/s Steage Energy Services (India) Pvt. Ltd.

**PRE- BID QUERY REPLY - Consolidated**

SR. NO.	CONTENT NO.	SPECIFICATION	CLAUSE NO.	AS PER CLAUSE	CLARIFICATION REQUIRED	LPGCL REPLY
1	11	SCOPE OF WORK	Part (D) (a)	Submission of draft report along with annexures within 45 days from the award of LOI/LOA/Contract/Work Order	As per our experience, the prescribed schedule is not achievable considering the quantum of scope specially for market assessment and technical feasibility. The scope required ground survey of biomass, technical evaluation through a software based model, actual test burn onsite etc. Black & Veatch can provide a more practical alternative schedule and timelines to be mutually agreed with LPGCL. Please confirm	As requested by most of the bidders as a special case clause is modified as under: Feasibility Study to be completed within 60 days of the award of LOI / LOA / Contract / Work Order.
2	13	PAYMENT TERMS	I, II, & III	I) 10% (Ten Percent) of the total Contract price as initial advance payment on: a) Unconditional Acceptance of Letter of Award/work order, and b) Submission of unconditional advance bank guarantee covering the advance amount, which shall be initially, be kept valid up to 30 days beyond the schedule date of completion, as per the format provided by the LPGCL  III) 40% (Forty percent) on submission of draft report for Part A. Part B and Part C as defined in scope of work.  III) 50% (Fifty percent) on submission of final report for Part A. Part B and Part C as defined in scope of work.	Black & Veatch will propose modified payment terms which will be better linked to our execution approach and methodology. The back loaded payment terms (draft report, final report) can not be accepted by Black & Veatch.  Please suggest if Black & Veatch can propose alternative payment terms for LPGCL'S consideration ?	Tender Condition shall prevail
3	17	LIQUIDATED DAMAGES (LD)		With respect to the delay in achieving the Guaranteed Completion schedule, the Bidder shall be liable to pay Liquidated Damages for Delay @ 0.5% per week of total Contract/Work order value subject to maximum 10% of Contract/Work Order value, for the purpose of levy of LD shall be the Total Contract Price inclusive of all taxes and duties.	The proposed biomass test burn support is linked majorly to LPGCL's planning of procurement, handling and feeding of biomass fuels at power plant. These activities including availability of adequate infrastructure, safety considerations etc. are not under the control of Black & Veatch, being only performing the role of technical advisor.  Therefore, LD clause is not acceptable to Black & Veatch and we propose LPGCL to waive off LD for this task.	The liquidated damages shall be applicable only to the delay in the overall project schedule of the contract, for the reasons solely attributable to the bidder LD shall be applicable at the rate of 0.5% of the contact value per week delay to a maximum of 10% of the contact value.

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SR. NO.	CONTENT NO.	SPECIFICATION	CLAUSE NO.	AS PER CLAUSE	CLARIFICATION REQUIRED	LPGCL REPLY
4	3	QUALIFICATION REQUIREMENT		<p><b>Technical Qualification:</b> Bidder has done similar job at thermal power station having unit size minimum 500 MW</p> <p><b>Financial Qualification:</b> The annual average turnover in the last three financial year of the Bidder should be at least 5 Cr.</p>	<p>We request you to modify the qualification requirement to as "Bidders having experience only in coal fired power plants of capacity 500 MW and above shall also be considered for qualification".</p> <p>Please clarify and confirm.</p>	<p>Technical Qualification: Tender Condition shall prevail</p> <p>Financial Qualification: The annual average turnover in the last two financial years of the Bidder should be at least Rs 1.5 Cr.</p>
5	13	PAYMENT TERMS	I, II, & III	<p>I) 10% (Ten Percent) of the total Contract price as initial advance payment on: a) Unconditional Acceptance of Letter of Award/work order, and b) Submission of unconditional advance bank guarantee covering the advance amount, which shall be initially, be kept valid up to 30 days beyond the schedule date of completion, as per the format provided by the LPGCL</p> <p>II) 40% (Forty percent) on submission of draft report for Part A. Part B and Part C as defined in scope of work.</p> <p>III) 50% (Fifty percent) on submission of final report for Part A. Part B and Part C as defined in scope of work.</p>	<p>In view of the volume of work and travel expense involved, we request Bajaj Energy to consider the following payment terms.</p> <p>20% of the order value plus applicable GST as down payment within 7 days from the date of Order/ LOI on Fichtner India.</p> <p>50% of the contact value shall be paid on submission of draft report.</p> <p>30% of the contact value shall be paid on submission of final report after incorporating Bajaj Energy comments on draft report, if any.</p> <p>All payments along with the applicable taxes shall be made to Fichtner India through electronic transfer within 30 days from the date of submission of our Invoices.</p> <p>Kindly confirm.</p>	Tender Condition shall prevail
6	17	LIQUIDATED DAMAGES (LD)		<p>With respect to the delay in achieving the Guaranteed Completion schedule, the Bidder shall be liable to pay Liquidated Damages for Delay @ 0.5% per week of total Contract/Work order value subject to maximum 10% of Contract/Work Order value, for the purpose of levy of LD shall be the Total Contract Price inclusive of all taxes and duties.</p>	<p>The liquidated damages shall be applicable only to the delay in the overall project schedule of the contract, for the reasons solely attributable to the bidder LD shall be applicable at the rate of 0.5% of the contact value per week delay to a maximum of 5% of the contact value.</p> <p>Kindly confirm.</p>	The liquidated damages shall be applicable only to the delay in the overall project schedule of the contract, for the reasons solely attributable to the bidder LD shall be applicable at the rate of 0.5% of the contact value per week delay to a maximum of 10% of the contact value.
7	11	SCOPE OF WORK	Part (D) (a) & (b)	<p>(a Submission of draft report along with annexures within 45 days from the award of LOI/LOA/Contract/Work Order</p> <p>(b Submission of final report after incorporation of comments of LPGCL, along with annexures within 10 days from receipt of comments of LPGCL.</p>	<p>We request to consider the below timeline considering quantum of work involved in this project.</p> <p>The submission of draft feasibility study report shall be 90 days from the date of the award of LOI/LOA/ Contract/Work Order.</p> <p>Kindly confirm.</p>	As requested by most of the bidders as a special case clause is modified as under: Feasibility Study to be completed within 60 days of the award of LOI / LOA / Contract / Work Order.
8	11	SCOPE OF WORK	Part (A) (f)	<p>Software based simulation of co-firing of Biomass pellets and submission of findings on the basis of the same.</p>	<p>The Software based simulation of co-firing of Biomass pellets and submission of findings shall be excluded from consultant scope. Such study shall be carried out by OEM only.</p> <p>Kindly confirm.</p>	Tender Condition shall prevail
9	11	SCOPE OF WORK	Part (A) (h)	<p>Technical feasibility based on actual trial run. Vendor to witness actual Biomass co-firing and to submit findings on the same. The quantity of the biomass pellets required &amp; duration of the biomass firing to be intimated by Vendor. The arrangement of Biomass pellets for such study will be arranged by LPGCL.</p>	<p>This shall be excluded from consultant scope. Such work shall be carried out by OEM only.</p> <p>Kindly confirm.</p>	Tender Condition shall prevail
10	3	QUALIFICATION REQUIREMENT		<p><b>Technical Qualification:</b> Bidder has done similar job at thermal power station having unit size minimum 500 MW</p> <p><b>Financial Qualification:</b> The annual average turnover in the last three financial year of the Bidder should be at least 5 Cr.</p>	<p>The annual average turnover in the last two financial years of the Bidder should be at least Rs 1.5 Cr.</p>	The annual average turnover in the last two financial years of the Bidder should be at least Rs 1.5 Cr.

**PRE- BID QUERY REPLY - Consolidated**

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11	11	SCOPE OF WORK	Part (A) (a)	(a) Undertake technical feasibility for co-firing of Biomass pellets (Torrefied and/or non-torrefied) and assessment of technical performance of generating station for such co-firing.	MOP Revised policy dated 8th Oct 2021 of Biomass utilisation for Co-firing mandates pellets from Agro-residues as follows: •Boiler with bowl mill are mandated to use 5% blend of biomass pellets •Boiler with ball and race mill mandated 5% blend of torrefied biomass pellets only •Boiler with ball & tube mills - 5% blend of torrefied biomass pellets(volatile content below 22%)  Client to clarify	We clarify that LPGCL has Bowl Mills.
12	11	SCOPE OF WORK	Part (A) (a)	(b)Detailed note on case studies from the other generating stations where co-firing of Biomass is implemented, and review of technical performance and experience gained by such generating stations.	We presume case studies from both subcritical and supercritical power plants. Client to clarify please.	Preferably Super Critical or incase of subcritical minimum size of unit should be 250 MW
13	11	SCOPE OF WORK	Part (A) (a) (vi, vii, viii & x)	vi.) Method of blending to ensure homogenous mixing and identify for additional equipment requirement and aux power consumption. vii.)Impact on coal mills performance and requirement of any additional firefighting arrangement viii.)Study of Impact of boiler efficiency. x.) Study of Impact on ESP performance and emission of SOx, NOx and SPM.	Client will provide Boiler,coal handling & ESP technical and Performance Data Drgs and Documents	Noted
14	11	SCOPE OF WORK	Part (A) (a) xviii-(e)	The feasibility report shall also assess useful economic life of plant, technical feasibility with additional capital, operation expenditure required, if any, and technical constraints for enabling co-firing while ensuring safety aspects.	<b>Revised Comment (as per pre-bid meeting)</b> Client to clarify the scope of "useful economic life of plant". Since tender scope as mentioned is to undertake the technical feasibility of co-firing biomass in existing supercritical units, our presumption is that the scope of "assess useful economic life of plant" pertains to assessment of useful economic life of modified biomass and coal feeding system, boiler and ESP only. LPGCL to clarify.	Pertains to assessment of useful economic life of modified biomass and coal feeding system, boiler and ESP only.
15	11	SCOPE OF WORK	Part (C)	The feasibility report shall also assess useful economic life of plant, technical feasibility with additional capital, operation expenditure required, if any, and technical constraints for enabling co-firing while ensuring safety aspects.	Repeated here as the same is indicated Part A xviii (e). Client to clarify please if the same should be Part A or Part C.  <b>Revised Comment (as per pre-bid meeting)</b> This clause first appears in Part A (c) xviii ( e ) where it is applicable. The same clause is again repeated in Part C second paragraph which we feel is an error and should be deleted. LPGCL to clarify.	It should be treated for part A and part C second paragraph can be treated as deleted
16	11	SCOPE OF WORK	Part (D) Timeline	Feasibility Study to be completed within 45 days of the award of LOI / LOA / Contract / Work Order.	Completion time too short for this scope of work which will require at least 60 days. Please consider.	As requested by most of the bidders as a special case clause is modified as under: Feasibility Study to be completed within 60 days of the award of LOI / LOA / Contract / Work Order.
17	6	PREPARATION OF BID	6.1	Bid must be unconditional. Bids with conditions/suggestions are liable to be summarily rejected.	It is indicated that the 'Bid must be Unconditional'. However, the subsequent clause No. 8 talks about the deviation list and Sl. No.10 of Annexure I (covering letter) also talks about the same. In this connection, kindly clarify, whether or not suggestions invited.	LPGCL entertains unconditional bids only, however suggestions, if any shall be entertained during pre-bid meeting scheduled on 27.12.2023
18	11	SCOPE OF WORK	Part (B)		The quantum of work will be ascertained only after the completion of feasibility study. Under such scenario, may we give our offer separately for Part B scope of work after the completion of study?	It should be part of the offer

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19					Could you please furnish the number of visits required to the site throughout the project execution?	Bidder to witness actual bio-mass cofiring for torrefied and non-torrefied pellets. LPGCL has considered 1350 Ton Qty of each type of pellete. Other than this bidder should analyse complete scope of work for deciding number of visit
20	17	LIQUIDATED DAMAGES (LD)		With respect to the delay in achieving the Guaranteed Completion schedule, the Bidder shall be liable to pay Liquidated Damages for Delay @ 0.5% per week of total Contract/Work order value subject to maximum 10% of Contract/Work Order value, for the purpose of levy of LD shall be the Total Contract Price inclusive of all taxes and duties.	We request you to consider the LD for delay @ 0.5% per week of total contract / work order value subject to maximum 5% of contract / work order value.	The liquidated damages shall be applicable only to the delay in the overall project schedule of the contract, for the reasons solely attributable to the bidder LD shall be applicable at the rate of 0.5% of the contact value per week delay to a maximum of 10% of the contact value.
21	1	DISCLAIMERS AND MISC TERMS	13	General Conditions of Contract (Service) uploaded separately on the Site along with this document, shall also apply and form part of the contract/Work order as and to t he extent applicable bidders may go throuth thease.	No GCC has been found in the attachment, kindly provide the same.	GCC (Service) already uploaded along with tender document in our web side (i.e. www.lpgcl.com)
22	6	PREPARATION OF BID	6.2	The Bidder shall quote prices for the complete Scope of Work of the Bid Document, as per format of Annexure II (as applicable).	Bidder quoted price shall be exclusive or Inclusive GST. Kindly confirm	Bidder shall quote the prices exclusive of GST and % of GST to be mentioned as per prevailing rate along with HSC code in Annexure-II
23				New Clause Addition (Limitations of Liability)	<b>We Request LPGCL to add this clause as:</b> Notwithstanding any other provisions in this Proposal to contrary, bidders aggregate liability for any and all losses, claims, Damages arising out of, or in connection with this Proposal/Contract, its performance and/or Breach whether such liability arises in contract, tort (including negligence) or otherwise shall not exceed 100% (Hundered percent) of the Contract price. Notwithstanding any other provision in contract or under tort whether express or implied, in no event whether as a result of Breach of Contract, Warranty, tort (including negligence) strictliability or otherwise, shall either party be liable to the other for loss of Contract, loss of profit or revenue, loss of use, loss of power, cost of replacement power, increase cost of operation &cost of capital or for any indirect, remote, special or consequential damages.	Existing GCC will prevail

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24				New Clause Addition (Termination clause)	<p><b>We Request LPGCL to add this clause as:</b> Vendor may terminate this Contract, by not less than thirty (30) days' written notice to Client, such notice to be given after the occurrence of any of the events specified of this Clause:-</p> <p>(a) If Client fails to pay any money due to the bidder pursuant to this Contract and not subject to dispute within thirty (30) days after receiving written notice from the bidder that such payment is overdue.</p> <p>(b) If Client is in material breach of its obligations pursuant to this contract and has not remedied the same within thirty (30) days (or such longer period as bidder may have subsequently approved in writing) following the receipt by bidder notice specifying the breach.</p> <p>(c) If, as the result of Force Majeure, bidder is unable to perform a material portion of the Services for a period of not less than Forty Five (45) days.</p> <p>Payment upon Termination: Upon termination of this Contract pursuant to this Clause, Client shall make the following payments to the Vendor:</p> <p>(a) payment for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) except in the case of termination pursuant to paragraphs (a) through (c) of Clause, if contract is terminated by Client, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.</p>	Refer our GCC (Service) clause no.-1.6
25				New Clause Addition (Consequential Damages clause)	<p><b>We Request LPGCL to add this clause as:</b> Notwithstanding any provision in the contract to the contrary, neither Party nor any of their respective partners, shareholders, affiliates, officers, directors, agents, subcontractors, vendors or employees shall be liable hereunder for consequential, indirect, punitive, exemplary losses or damages, including loss of profit, cost of capital, loss of goodwill, increased Operating Costs, or any other special or incidental damages, provided that the parties hereto agree that the payment of liquidated Damages or indemnifications pursuant to the contract shall not be considered consequential damages for the purposes of this Clause</p>	Existing GCC will prevail