

7 Special Terms & Conditions

7.1 Definition

- 1) The General Terms and Conditions as well as the Special Terms and Conditions of the Tender are complementary to each other, and wherever there is a conflict, the Special Terms and Conditions shall prevail.
- 2) Objective of the Work/Assignment: The main objective is “Bid for Project Management Consultancy (PMC) for development of 2375 MW capacity Solar/Wind/Hybrid renewable energy Park at Great Rann of Kutch area, in the State of Gujarat.

7.2 Location of Site

The Project Management Consultancy (PMC) services are required for development of 2375 MW capacity Solar/Wind/Hybrid renewable energy park at Great Rann of Kutch, in the state of Gujarat.

7.3 Mode of Execution

All the work shall be executed strictly in conformity with the provisions of the Contract documents, specifications and instructions by the Engineer-in-Charge whether mentioned in the contract or not. The Consultant shall be responsible for ensuring that works are executed in the most substantial, proper and workman like manner using the quality materials/equipments and labour throughout the job/assignment completion in strict accordance with the specifications and relevant IS standards and to the entire satisfaction of the Owner.

7.4 Units & Standards/Codes/Regulation

The International System of Units (SI) shall be used for carrying out the services mentioned in the specification. Indian Standards, Codes and Regulations, wherever applicable shall be adopted and adhered to by the Consultant. In case of such Indian Standards/Codes/Regulations being not available in particular areas, applicable and acceptable international standards shall be followed. The Consultant shall also comply with any changes / modifications in the Standards while undertaking the above studies and preparation of various reports.

7.5 Void

7.6 Void

7.7 Site Inspection & Basis of Bid

The volume and quantity of work indicated in schedule of works may vary. The Bidders are advised to inspect the site of work and its environments and be well acquainted with the actual working and other prevailing conditions. The Bidder should be specially note that it is Bidder responsibility to provide any items which is not specifically mentioned in the specifications and scope, but which is necessary to complete the work and Bidder shall make his own arrangements for the transport of personnel and equipment to the site and for the stay and boarding facilities of their team during the work. No extra claim will be entertained at post bidding stage. GIPCL will provide office space (Porta cabin/ any

other arrangement) for sitting arrangement of employee of consultant during their deputation.

7.8 Price Escalation

The rate(s) quoted against the work shall remain firm during the entire Contract period.

7.9 Taxes and Duties

- i. The price quoted shall be inclusive of all applicable taxes, duties, levies as applicable (as per the format of the Financial Proposal), which shall be paid on production of documentary evidences for the same.
- ii. Bidders shall quote the rates as well as all taxes and duties based on the concessional exemption that can be availed by the Bidder.
- iii. Statutory variations in the tax shall be permitted as under:

(A) Statutory variations during original contractual completion period :

- If any increase takes place in taxes and duties due to statutory variation, then GIPCL shall admit the same on production of documentary evidences.
- If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GIPCL or GIPCL shall admit the decreased rate of taxes and duties while making the payment.

(B) Statutory variations beyond original contractual completion period:

- (i) If reasons for extension of contractual completion period is attributable solely to GIPCL, the provisions of (A) above shall apply.
- (ii) If reasons for extension of contractual completion period is attributable to Bidder, then:
 - (a) If any increase takes place in taxes and duties due to statutory variation, then GIPCL shall not admit the same; however GIPCL shall admit the taxes and duties at the rate prevailing during payment of last invoice raised during original contract completion period.
 - (b) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GIPCL or GIPCL shall admit the decreased rate of taxes and duties while making the payment.
- iv. Variation on account of exchange rate will not be payable.

7.10 Compliance to Labour laws

- i. The Bidder shall comply to various applicable labour laws like the Factories Act, Minimum Wages Act, ESI Act, Payment of Wages Act, the Workman's Compensation Act, EPF Act, Contractor labour (Regulation & Abolition) Act, 1970 and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Consultant and he shall have to make good loss, if any, suffered by GIPCL on account of default in this regard by the Consultant.

- ii. The Contractor shall be responsible to provide all wages and allied benefits to its labours/Employees engaged for execution of the project work. The Contractor shall remain liable to the authorities concerned for compliance of the respective existing rules and regulations of the government for this purpose and shall remain liable for any contravention thereof.
- iii. The liabilities of all types of applicable insurance coverage for the Consultant's personnel engaged for the scope of services shall rest with the Engineering Consultant, and GIPCL shall not be responsible for any liability / damages, whatsoever.
- iv. The contractor is encouraged to use local manpower as per the local statutory (labour) requirement, if any.

7.11 Termination of Contract

- The Owner may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part if the Contractor fails to deliver or execute any or all of the goods within the time period(s) under the Contract or any extension thereof granted by GIPCL pursuant to the clause for Delay in Execution or Failure to Supply or, If the Contractor fails to perform any other obligations(s) under the Contract.
- In the event the Owner terminates the Contract in whole or in part, pursuant to above, the Owner may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, the Contractor shall be liable to the Owner for any excess costs for such similar goods. However, the Contractor shall continue the performance of the Contract to the extent not terminated.
- Without prejudice to any of the rights or remedies under this contract, if the Consultant dies, the Engineer-in-Charge on behalf of GIPCL shall have the option of terminating the Contract without compensation to the Consultant.

7.12 Retired Government servants taking to Contract

No engineer of gazette rank or other gazette officer employed in engineering or administrative duties in the Engineering Department of the Company is allowed to work as Consultant for a period of two years of his retirement from Company's service without the previous permission of the Company. This contract is liable to be cancelled if either the Consultant or any of his employees is found at any time to be a person who had not obtained the permission of the Company as aforesaid before submission of the tender or engagement in the Consultant's service as the case may be.

7.13 Deliverables with timeline

The major deliverables along with time lines are as follows.

APPOINTMENT OF CONSULTANT FOR PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR DEVELOPMENT OF 2375 MW CAPACITY SOLAR/WIND/HYBRID RENEWABLE ENERGY PARK AT GREAT RANN OF KUTCH AREA, IN THE STATE OF GUJARAT

Sr. No.	Activity	Time Schedule
1	Draft Concept Development	Within Two (02) Weeks from the date of LoI
2	Final Concept Development	Within Two (02) weeks from the Date of comment given by GIPCL
3	Preparation and submission of various Draft RFP documents and submission of final RFP document	Within Four (04) Weeks from the clearance given by GIPCL
4	Submission of Final RFP documents and submission	Within Two (02) Weeks from the comment given by GIPCL
5	Assistance in Bid Evaluation and Review & vetting of Techno Commercial evaluation Report	Within One (1) week from the date of submission of Bid data/ details by GIPCL
6	Vetting of Draft LoA/LoI for various contractors	Within 3 working days from the draft submitted by GIPCL
7	Post – Bid Engineering Service and any other services required for completion of the RE Park infrastructures	To meet agreed Project Schedule in Contracts.

7.14 Facilities to be provided by GIPCL at site:

GIPCL will provide office space (porta cabin/any other arrangement) for sitting arrangement at site during deputation of consultant’s employees.

7.15 Facilities to be arranged by Bidder/Consultant at site

Consultant shall arrange all other required things except office space for sitting arrangement at site during deputation. GIPCL may extend necessary support to identify nearest accommodation or transportation of consultant’s employee, however cost for all other things shall be in the scope of bidder/consultant including travelling, lodging, boarding etc..

7.16 Adherence to Health , safety, security and environment norms

The Consultant shall have to provide necessary and adequate health & safety measures including personal protective equipment and precautions to avoid any accident, which may cause damage to any equipment/ material or injury to workmen. The Owner shall not be responsible for any such accidents.

Consultant shall ensure environmental norms as per government regulations and amendment from time to time.

7.17 Extension of Contract

The contract is valid for contract period with provision for further extension on terms and conditions mutually agreed upon by both the parties in writing.

--- End of Section ---

Appendix-1: Format for covering Letter

To,
Shri S N Purohit
Chief General Manager (RE & BO),
Gujarat Industries Power Company Ltd
Post: Ranoli-391350
Dist. Vadodara, Gujarat, India

Bid No:

From :

To,
Gujarat Industries Power Company Ltd,
Post: Ranoli-391350, Dist.: Vadodara, Gujarat

I/We, the undersigned have carefully examined and understood the tender document. I /we hereby agree to carry out work & provide services as described in scope of work & other parts of tender.

In case of award of work, we shall complete the work as per the prescribed schedule in the tender.

Authorised signatory
Name & designation with seal

Date:

Place

Appendix-2 Details of Bidder

To,
Shri S N Purohit
Chief General Manager (RE & BO),
Gujarat Industries Power Company Ltd
Post: Ranoli -391350
Dist. Vadodara, Gujarat, India

Sub: Submission of the RFP Document No. GIPCL/RE PARK/PMC/2021-22 dated 3rd June 2021

- i. (a) Name of the Bidder:
(b) Registered Office Address:
(c) Telephone No. & Fax No.
(d) E-mail ID & Website :
(e) GST No. (Copy Attached: Yes/No):
(f) Income Tax Permanent Account No (Copy of PAN Attached: Yes /No):
- ii. Details of individual(s) who will serve as the point of contact/ communication for Company:
(a) Name:
(b) Designation:
(c) Company:
(d) Address:
(e) Telephone Number:
(f) E-mail address:
- iii. Particulars of the Authorised Signatory of the Bidder:
(a) Name:
(b) Designation:
(c) Address:
(d) Telephone Number:
(e) E-mail address:
- iv. Details of current business of the Applicant:

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- v. Detail of experience in renewable energy sector (use separate sheet if required) required as per Eligibility Criteria
- vi. Whether the Applicant or any of its promoter(s)/director(s)/ associates is blacklisted by any central government or state government/ department/ agency in India? (yes/no)
- vii. Any other information (use separate sheet)

Company Seal

Signature of Bidder

Appendix-3 Format of details of similar Technical experience

INSTRUCTIONS:

- a) The Bidder shall indicate similar experience of PMC services herein.
 - b) The Bidder shall duly attach the Letter of Award (LOA) and/or Certificate of Satisfactory Completion of Work from the Client.
1. The Bidder shall submit the relevant documents in support of the Major Pre Qualification requirement herein, All other documents shall also be submitted as per relevant Qualification clauses:

Sr. No.	Pre qualification Criteria	Documents submitted in support of qualifying Criteria		
1	The bidder should be well recognised firm/organization/company having experience of providing professional Project Management Consultancy (PMC) for developing Greenfield Industrial Projects like Thermal Power Plant, Solar Power Parks & Projects, Large Petrochemical Complex, Industrial Zones like Export Processing Zone (EPZ), Special Investment Regions, Industrial Corridors, GIDC or SIDC etc. of minimum estimated value of Rs. 350 Crs. and above for a single project or minimum 500MW of single Solar Park last 7 years . The above project should be operational as on date of Bid submission.			
2	The bidder should have experience as Project Management Consultant in Design, Engineering, Planning, Procurement, Inspection, Quality Control Assurance, Construction and Commissioning of "Industrial Infrastructure projects like SEZ, EPZ, SIDC, SIR, Thermal Power Project, Oil refinery, solar power project or park, ports, Airport, Railway/ Metro rails etc. The broad scope of work shall include basic and detailed engineering for infrastructure development like roads, drainage system, water supply system and other common facilities.			
3	Bidder should also have experience of designing electrical substation/pooling substation /switch yard with associated power system , either as a part of scope of work covered above or separately for 220 KV and above voltage level having grid interface with Central Transmission Utility (CTU) /State Transmission Utility (STU) in India.			
4	The bidders as on date of Bid submission, must have adequate qualified and experience personnel in their team.			
Sr	Designation/Role	Minimum Basic Qualification	Area of Expertise/past experience	Remarks
1	Team Leader*	BE/B.Tech from Civil/ Elect.	Min 15 years+ experience in engineering	Experience of Park Development

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		Discipline from reputed University	/consultancy/relevant industry out of which minimum 5 years association and experience in Consultancy of large Industrial zone, Renewable Energy Park, Power Projects of large scale >=500 MW	will be added advantage.	
2	Civil Engineering (Team Member)	BE/B Tech (Civil)	Min 10+years of Experience designing large green field infrastructure projects. Experience includes design and engineering of foundation of various equipments of electrical substation, Road, Drain, Bund, office building etc.		
3	Electrical Engineering (Team Member)	BE/B Tech (Electrical)	Min 10+years of Experience in designing & engineering of 220kV or higher capacity substation, 220kV Transmission line, Knowledge of Power system design, latest technical requirement for Connectivity as per CEA regulation and CTU connectivity norms,(AC/DC), HT/LT supply with protection is must.		
4	Contracts Manager (Team Member)	MBA /Degree / Diploma in Contracts Management / Degree in Engineering any discipline	Minimum 10+ years of experience in executing projects in Solar Park or Solar Project or any Infrastructure project or Industrial Park.		
5	Planning Manager (Team Member)	Degree / Diploma in Engineering / Project Management.	Minimum 10+ years experience in executing projects in Solar Park or Solar Project or any Infrastructure project or Industrial Park		

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2. Documents submitted for Technical Bid Evaluation Criteria:

Sr	Criteria	Remarks	Document submitted
A			
(i)	Consultant's specific experience and job volume: Last 7 years experience for similar work from the bid due date. The number of orders executed by the bidder which are same or above the BEC requirement with respect to size & similarity during the last 7 years reckoned from the bid due date as detailed below:	Bidder to attach documentary proof of work order/LoI as supporting document. Experience of providing PMC services only for Projects which falls under Bid Eligibility Criteria as per clause.	
(a)	Development of Solar Park with minimum capacity of 500MW along with Pooling substation connected with CTU at 220kV and above level	Solar Park+ CTU Connected 220KV and above Pooling S/s at a single place (Connected directly with solar park)	
(b)	Development of Solar Park of minimum Capacity of 500MW without pooling substation and experience of separate projects for development of Pooling substation connected with CTU at 220kV and above level either in solar park or any other projects.	Solar Park+ CTU Connected 220KV and above Pooling S/s (both are at separate place- Two separate orders)	
(c)	Experience for development Solar Projects, Thermal Power Project, Large Petrochemical Complex, Industrial Zones like Export Processing Zone (EPZ), Special Investment Regions, Industrial Corridors, GIDC or SIDC etc. along with Pooling substation connected with CTU at 220kV and above level.	Other than Park project of Rs. 350Cr and above+ CTU Connected 220KV and above Pooling S/s at single place (connected directly with the Project)	
(d)	Experience for development Solar Projects, Thermal Power Project, Large Petrochemical Complex, Industrial Zones like Export Processing Zone (EPZ), Special Investment Regions, Industrial Corridors, GIDC or SIDC etc. and separate project for development of Pooling substation/Switchyard connected with CTU at 220kV and above level.	Other than Park project of Rs. 350Cr and above+ CTU Connected 220KV and above Pooling S/s (both are at separate place- Not directly connected with Project)	
(e)	Development of Solar Park with minimum Capacity of 500MW and / or separate projects for development of Pooling substation connected with STU at 220kV and above level.	Solar Park+ STU Connected 220KV and above Pooling S/s	
(f)	Experience for development Solar Projects, Thermal Power Project, Large Petrochemical Complex, Industrial Zones like Export Processing Zone (EPZ), Special Investment Regions, Industrial Corridors, GIDC	Other than Park project of Rs. 350Cr and above+ STU Connected 220KV and above Pooling S/s	