



SEEPZ SEZ AUTHORITY

QUALITY & COST BASED SELECTION (QCBS)

(Using E- Procurement mode on Central Public Procurement Portal)

REQUEST FOR PROPOSAL FOR GEOTECHNICAL INVESTIGATION WORKS FOR SETTING UP MEGA CFC IN SEEPZ, ANDHERI, MUMBAI

Tender Ref. No.: **117012/2022/E-OPT/GEOTECHINV**

Date of Issue: **08.04.2022**

ISSUING AUTHORITY:

Development Commissioner, SEEPZ- SEZ, Mumbai

Postal Address: SEEPZ SEZ, MIDC Central Road,
Andheri East, Mumbai 400096.

E-Mail: **dcseepz-mah@nic.in**

Helpline No.: 022-28290856

Landline: 022-28294728/29

(From 9:30 A.M. to 6:00 P.M.)

KEY INFORMATION AT A GLANCE

SN	Item	Description
1	Tender Ref. No.	117012/2022/E-OPT/GEOTECHINV
2	Tender Title	Geotechnical Investigation Works for Setting Up Mega CFC in SEEPZ, Andheri, Mumbai
3	Cost of Request for Proposals	Request for Proposals can be downloaded free of cost from the following websites: https://eprocure.gov.in/epublish/app http://seepz.gov.in/tender.aspx
4	Date of Tender Publishing	08/04/2022
5	Date and time till which physical visits prospective Consultants to SEEPZ SEZ premises are permissible	15/04/2022 till 1700 Hrs.
6	Date and time of Pre-Proposal Meeting	18/04/2022 at 11:30 AM
7	Last date and time for Submission of Proposals (Technical + Financial Proposals)	02/05/2022; 1600 Hrs.
8	Date and time of opening of Technical Proposals	04/05/2022; 1630 Hrs.
9	Expected date of Award of Contract	25/05/2022
10	Help Desk No. (For E -Procurement)	Email: - dcseepz-mah@nic.in Landline:- 022 – 28294728/29 Cell No.:- 8286587409 (Vikram Satre) eProcurement Helpdesk no's (New Delhi) 0120-4200462, 0120-4001002, 0120-4001005
14	Link for accessing training schedule regarding use of e-procurement portal by consultants may be found at:	https://eprocure.gov.in/cppp/trainingdisp
15	Authority to be contacted in case of any clarification / request for entry permission for physical visit	Name:- Shri. Anurag Agarwal Designation:- Deputy Development Commissioner Email:- dcseepz-mah@nic.in Landline:- 022 – 28294728/29

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Consultants, by Development Commissioner, SEEPZ SEZ, Mumbai referred to as Employer, or any of their employees or advisors, is provided to the Consultant(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Consultant(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Consultant may require.

This RFP document may not be appropriate for all persons, and it is not possible for SEEPZ, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Consultant who reads or uses this RFP document. Each Consultant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

SEEPZ, its employees, other stakeholders or/and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of the RFP document.

SEEPZ may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

The issue of this RFP does not imply that SEEPZ is bound to appoint a consultant, as the case may be, for the Consultancy and SEEPZ reserves the right to reject all or any of the Applications without assigning any reasons whatsoever.

The Consultant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SEEPZ, or any other costs incurred in connection with or relating to its Application.

All such costs and expenses will remain with the Consultant and SEEPZ shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Evaluation Process.

TABLE CONTENTS

1. SECTION 1 – LETTER OF INVITATION	5
2. SECTION 2 – INSTRUCTIONS TO CONSULTANT (ITC)	6
3. SECTION 3 - DATA SHEET	16
4. SECTION 4 – EVALUATION CRITERIA	20
5. SECTION 5 – TERMS OF REFERENCE	20
SECTION 6 – BIDDING FORMS	22
SECTION 7 – GENERAL CONDITIONS OF CONTRACT (GCC)	29
SECTION 8 – SPECIAL CONDITIONS OF CONTRACT (SCC)	40
APPENDIX	43
APPENDIX A – PRICED BID	43
<i>{CONSULTANT TO REFER TO PRICE BID DOCUMENT PART OF RFP}</i>	43
APPENDIX B – TECHNICAL SPECIFICATION	43
<i>{CONSULTANT TO REFER TO TECHNICAL SPECIFICATION PART OF RFP}</i>	43
SECTION 9 – CONTRACT FORMS	44
1. LETTER OF ACCEPTANCE	44
2. FORM OF CONTRACT	45

1. SECTION 1 – LETTER OF INVITATION

Proposal Reference No.: 117012/2022/E-OPT/GEOTECHINV

Date: 08.04.2022

Tender Title:

1. The SEEPZ- SEZ authority invites sealed Proposals from eligible Consultants for Geotechnical Investigation works for setting up Mega CFC In SEEPZ, Andheri, Mumbai.
2. More details pertaining to the scope of work may be seen under the Terms of Reference (Section V).
3. The process of Quality & Cost Based Selection (QCBS) shall be followed for selection of suitable Consultant. The Bidding process shall be conducted in an online mode on the Central Public Procurement Portal (CPPP) which is publicly accessible using the following web address: <https://eprocure.gov.in/epublish/app>. Consultants can download the Request for Proposals free of cost from this portal.
4. Interested Consultants must register on the e-procurement portal and upload their technical and financial proposals separately within the stipulated time and date i.e. 1600 Hrs on 2nd May 2022.
5. Detailed instructions regarding online submission of proposals may be seen under Annexure I. In case of any issues or queries related to the e-procurement portal, kindly send an email request to dcseepz-mah@nic.in or contact on 022-28294790 / 9819390963 (Shri. Mayur Gadage).
6. The Consultant is solely responsible for timely uploading of Proposals on the e-procurement portal. SEEPZ SEZ Authority shall not be liable for resolving any queries / issues raised on the day of Proposal submission.
7. Technical Proposals shall be opened online at 1630 hours on 4th May 2022. Consultants can see the tender opening status by logging on to the e-procurement portal using their registered IDs.
8. Financial Proposals of only technically qualified Consultants shall be opened at a date which shall be pre-disclosed on the e-procurement portal.
9. SEEPZ SEZ Authority reserves the right to accept or reject any or all of the Proposals at any time during the Bidding process.


Deputy Development Commissioner
SEEPZ SEZ Authority

1. SECTION 2 – INSTRUCTIONS TO CONSULTANT (ITC)

A. General

1. Introduction

- a) This Section provides the relevant information as well as instructions to assist prospective Consultant in preparation and submission of Proposals. It also includes the mode and procedure to be adopted by the SEEPZ, SEZ Authority (hereinafter referred to as the 'Employer') for receipt and opening as well as scrutiny and evaluation of Proposals and subsequent placement of award of contract.
- b) The Employer named in the **Data Sheet** will select an eligible consulting firm / organization (the Consultant), in accordance with the method of selection specified in the **Data Sheet**.
- c) Before preparing the Proposal and submitting the same to the Employer, the Consultant should read and examine all the terms & conditions, instructions etc. contained in the Request for Proposals. Failure to provide required information or to comply with the instructions incorporated in this Request for Proposals may result in rejection of Proposals submitted by consultant.
- d) The successful Consultant will be expected to complete the Services by the Intended Completion Date as provided in the **Data Sheet** and communicated in the services contract.

2. Language of Proposals

Proposal submitted by the Consultant and all subsequent correspondences and documents relating to the Proposal exchanged between the Consultant and the Employer, shall be written in English language. However, the language of any printed literature furnished by the Consultant in connection with its Proposal may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the Proposal, the English translation shall prevail.

3. Code of Integrity

- a) The Employer and all officers or employees of the Employer, whether involved in the procurement process or otherwise, or Consultant and their representatives or employees participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity in accordance with the code of integrity prescribed under GFR 175.
- b) In case of breach of the code of integrity by a consultant or a prospective Consultant, the SEEPZ Authority, after giving a reasonable opportunity of being heard, may take appropriate measures including –

- i. Exclusion of the Consultant from the procurement process.
- ii. Calling off of pre-contract negotiations and forfeiture or encashment of Proposal security.
- iii. Forfeiture or encashment of any other security or bond relating to procurement.
- iv. Recovery of payments made by the Employer along with interest thereon at bank rate.
- v. Cancellation of the relevant contract and recovery of compensation for loss incurred by the Employer.
- vi. debarment of the Consultant from participation in any future procurements of any Employer for a period of up to three years.

4. Eligibility

- a) This Request for Proposals is open to all Consultants eligible as described in the instructions to consultant. SEEPZ employees, Committee members, Board members and their relatives (Spouse or Children) are not eligible to participate in the tender. Consultant involved in corrupt and fraudulent practices or debarred from participating in Public Procurement by any state government or any procuring entity of the central government shall not be eligible.
- b) The specific eligibility conditions shall be as prescribed under the **Data Sheet**.
- c) Consultant shall submit a declaration regarding its eligibility vis-à-vis all the criteria mentioned under the instructions to Consultant and the Proposal data sheet.

5. Online Proposal Submission Process

The e-tender is available on CPPP portal, <https://eprocure.gov.in/eprocure/app> as mentioned in the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. More details regarding the online Proposal submission process may be found under Annexure-II attached to this Request for Proposals.

B. Request for Proposals

6. Contents of Request for Proposals

- a) The Request for Proposals include the following Sections, which should be read in conjunction with any amendment issued in accordance with ITC.
 - Section 1 Invitation for Consultants
 - Section 2 Instructions to Consultants (ITC)
 - Section 3 Data Sheet
 - Section 4 Evaluation Criteria
 - Section 5 Terms of Reference
 - Section 6 Bidding Forms
 - Section 7 General Conditions of Contract (GCC)

- Section 8 Special Conditions of Contract (SCC)
- Appendix A Price Bid Template in MS Excel format
- Appendix B Technical Specification
- Section 9 Contract Forms

- b) Unless downloaded directly from the SEEPZ website (<http://seepz.gov.in>) or the e-procurement portal (<https://eprocure.gov.in/epublish/app>) as specified in the **Data Sheet**, Employer shall not be responsible for the correctness of the Request for Proposals, responses to requests for clarification, the Minutes of the Pre-Proposal meeting, if any, or Amendment(s) to the Request for Proposals in accordance with ITC.
- c) Consultant are expected to examine all instructions, forms, terms, and specifications in the Request for Proposals and to furnish with its Proposal all information or documentation as is required by the Request for Propose.

7. Clarification of Request for Proposals

- a) A Consultant requiring any clarification of the Request for Proposals shall contact the SEEPZ, SEZ authority in writing / email at the Employer's address specified in the **Data Sheet**.
- b) The Employer will respond in writing / email / through the e-procurement portal to any request for clarification, provided that such request is received prior to the deadline for submission of Proposals within a period specified in the **Data Sheet**. The Employer shall also promptly publish brief description of the enquiry but without identifying its source and its response at its website or on the e-procurement portal.
- c) Should the clarification result in changes to the essential elements of the Request for Proposals, the Employer shall amend the Request for Proposals following the procedure given under ITC 9.

8. Pre-Proposal Meeting

- a) In order to provide response to any doubt regarding Request for Proposals, or to clarify issues, a pre-Proposal meeting may be scheduled, as specified in the **Data Sheet**.
- b) During the pre-Proposal meeting, the clarification sought by representative of prospective Consultants shall be responded appropriately. However, they shall be asked to submit their written request by close of office next day or by e-mail for electronic record thereof. The Employer shall publish written response to such requests for clarifications, without identifying its source. In case required, amendment(s), in terms of ITC below shall be issued, which shall be binding on all prospective Consultants.

9. Amendments to Request for Proposals

- a) At any time prior to the deadline for submission of Proposals, the SEEPZ SEZ

authority may, for any reason deemed fit by it, amend or modify the Request for Proposals by issuing Amendment(s)/corrigendum.

- b) Such Amendment(s)/corrigendum will be published on SEEPZ SEZ authority's website or on the e-procurement portal and the same shall be binding on all prospective Consultants.
- c) In order to give reasonable time to prospective Consultants to take necessary action in preparing their Proposals, the Employer may, at its discretion, extend the deadline for the submission of Proposals and other allied time frames which may be linked with that deadline.
- d) Any Consultant who has downloaded the Request for Proposals should check the Amendment(s), if any, issued on the SEEPZ SEZ authority website and on the e-procurement portal.

C. Preparation of Proposals

10. Documents Comprising Proposal

- a) Consultant's pre-qualification / eligibility submission shall comprise the documents listed under ITC Clause 4 and corresponding **Data Sheet** entry.
- b) Consultant's technical Proposal shall comprise the following:
 - Letter of Proposal as per the form provided in Section 6 – Bidding Forms.
 - Consultant's Past Experience Details
 - CVs of Proposed Key Experts
 - Any other document as required in the ITC or **Data Sheet**
- c) Consultant's financial Proposal shall comprise the financial quote submitted in the excel template published along with these Request for Proposals.

11. Financial Proposal

The Consultant shall use the financial proposal template uploaded along with this RFP for preparation of their financial proposal. The Consultant shall enter the remuneration and reimbursable rates along with applicable taxes. The Consultant shall quote the price in INR only.

12. Period of Validity of Proposals

- a) Proposals shall remain valid for a period of 90 days from the deadline of submission of Proposals unless otherwise specified in the **Data Sheet**.
- b) In exceptional circumstances, prior to the expiration of the Proposal validity period, the Employer may request Consultants to extend the period of validity of their

Proposals. The request and the responses shall be made in writing. A Consultant may refuse the request without any penal repercussions. A Consultant granting the request shall not be required or permitted to modify its Proposal.

13. Format and Signing of Proposals

- a) Documents establishing Consultant's eligibility shall be compiled into a single PDF file. All pages in the document should be serially numbered and an index specifying contents of the Proposal should be populated at the beginning of the document.
- b) The technical Proposals comprising all documents specified under ITC Clause 10 (b) may be compiled into a single PDF document. All pages in the document should be serially numbered and an index specifying contents of the Proposal should be populated at the beginning of the document.
- c) Authorized signatory of the Consultant shall sign, either physically or digitally, on each page of the Proposal. This signature should be accompanied by Consultant's official seal.
- d) The financial Proposal must be submitted in the MS excel template provided with the Request for Proposals (Appendix A)

D. Submission and Opening of Proposals

14. Sealing, Marking and Submission of Proposals

- a) Consultants shall submit their pre-qualification (eligibility) documents as well as the technical and financial proposals online.
- b) Online submission of Proposals shall be carried out in accordance with the instructions given under Section 3 – **Data Sheet**.

15. Deadline for Submission of Proposals

- a) Proposals must be received by the Employer online on the e-procurement portal and at the address specified in the **Data Sheet**, no later than the date and time specified in the **Data Sheet**.
- b) The date of submission and opening of Proposals shall not be extended except when:
 - sufficient number of Proposals have not been received within the given time and the Employer is of the opinion that further Proposals are likely to be submitted if time is extended; or
 - the Request for Proposals are required to be substantially modified as a result of discussions in pre-Proposal meeting or otherwise and the time for preparations of Proposals by the prospective Consultants appears to be insufficient for which such extension is required.

- c) In cases where the time and date of submission of Proposals is extended, an amendment to the Request for Proposals shall be issued in accordance with ITC Clause 9.

16. Late Proposals

The e-procurement portal does not permit late submission of Proposals. With regards to the physical submission of Proposals, the SEEPZ SEZ authority's officer authorized to receive the Proposals shall not receive any Proposal that is submitted personally by hand or by courier after the time and date fixed for submission of Proposals under any circumstances.

17. Opening of Proposals

- a) The pre-qualification (eligibility) documents and the technical proposals shall be opened online on the date and time stipulated in the **Data Sheet**.
- b) In exceptional circumstances, if the Employer is faced with any technical issues while opening the Proposals online, with due certification of the Proposal Evaluation Committee on the nature of such technical exception, the physical Proposals in hard copy shall be proceeded to be evaluated with after due approval of Competent Authority. In such an event, the date of Proposal opening shall be the same as the one stipulated for online Proposal opening unless separately publicly notified by the competent authority.
- c) After due evaluation of the technical Proposals, the Employer shall notify the technically qualified Consultants regarding the date of financial Proposal opening by giving at least 3 days' advance notice on the e-procurement portal.
- d) The financial Proposals of only technically qualified Consultants shall be opened.

E. Evaluation and Comparison of Proposals

18. Confidentiality

- a) Information relating to the evaluation of Proposals and recommendation of contract award, shall not be disclosed to consultants or any other persons not officially concerned with the bidding process until the same is published officially on the e-procurement portal for information of all Consultants.
- b) Any effort by a consultant to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Proposal.

19. Preliminary Examination of Proposals

- a) The Proposal Evaluation Committee constituted by the Employer shall conduct a preliminary scrutiny of the opened Proposals at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:

- that the Proposal is complete and duly signed by authorized signatory.
 - that the Proposal is valid for the period, specified in the Request for Proposals.
 - that the Proposal is unconditional and that the Consultant; and
 - any other specific requirements put forth in the Request for Proposals.
- b) Proposals failing to meet these preliminary requirements shall be treated as non-responsive and shall not be considered further for evaluation.

20. Immaterial Non-conformities

- a) The Proposal Evaluation Committee may waive non-conformities in the Proposal that do not constitute a material deviation, reservation or omission and deem the Proposal to be responsive.
- b) The Proposal Evaluation Committee may request the Consultant to submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period of time. Failure of the Consultant to comply with the request within the given time shall result in the rejection of its Proposal.
- c) The Proposal Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the additional information or documentation received from the Consultant.

21. Determination of Responsiveness

- a) The Proposal Evaluation Committee constituted by the Employer shall determine the responsiveness of a Proposal to the Request for Proposals based on the contents of the Proposal submitted by the Consultant.
- b) A Proposal shall be deemed to be substantially responsive if it meets the requirements of the Request for Proposals without any material deviation, reservation, or omission where: -
- i. "deviation" is a departure from the requirements specified in the Request for Proposals.
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Request for Proposals; and
 - iii. "omission" is the failure to submit part, or all of the information or documentation required in the Request for Proposals.
- c) A "material deviation, reservation, or omission" is one that, if accepted, shall:-
- i. Effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Request for Proposals; or
 - ii. Limit in any substantial way, inconsistent with the Request for Proposals, the rights of the Employer or the obligation of the Consultant under the proposed contract; or
 - iii. If rectified shall unfairly affect the competitive position of other Consultants presenting responsive Proposals.

- d) The Proposal Evaluation Committee shall examine the technical aspects of the Proposal in particular to confirm that all requirements of Request for Proposals have been met without any material deviation, reservation or omission.
- e) The Proposal Evaluation Committee shall regard a Proposal as responsive if it conforms to all requirements set out in the Request for Proposals, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Request for Proposals, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the Proposal;
- f) Proposals that are not responsive or contain any material deviation shall be rejected. Proposals declared as non-responsive shall be excluded from any further evaluation.

22. Non-conformities, Errors and Omissions

- a) Provided that a Proposal is substantially responsive, the Proposal Evaluation Committee may waive any nonconformity in the Proposal.
- b) Provided that a Proposal is substantially responsive, the Employer, being SEEPZ, SEZ authority or authorized representative may request that the Consultant submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or

omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Consultant to comply with the request may result in the rejection of its Proposal.

- c) Provided that a Proposal is substantially responsive, the Proposal Evaluation Committee shall rectify quantifiable nonmaterial nonconformities related to the Proposal Price. To this effect, the Proposal Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non- conforming item or component.

23. Evaluation of Proposals

- a) Technical evaluation of proposals shall be carried out based on the criteria stipulated under 'Section 4 – Evaluation Criteria'. The evaluation committee shall not adopt any other criteria other than the ones already stipulated in the Request for Proposals.
- b) The evaluation of financial Proposal will include and take into account the GST payable on the services if the contract is awarded to the Consultant. The Consultant is required to include all applicable taxes in its price proposal. SEEPZ SEZ Authority will not be liable to pay any amount in addition to the quoted amount towards taxes.
- c) The Employer's evaluation of a proposal may require the consideration of other factors, in addition to the Consultant's financial offer. These factors may be related

to the characteristics, performance, and terms and conditions of Consultancy Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Proposals, shall be specified in 'Section 4 - Evaluation Criteria'.

- d) Consultants shall be asked to deliver presentation on their technical proposals as per the details provided in the **Data Sheet**. This presentation shall only cover contents of the technical proposals submitted by the Consultant. No marks shall be assigned to the presentation. The objective of the presentation round is to summarize the contents of Consultant's technical proposal for better understanding of the evaluation committee.

24. Right to Accept Any Proposal and to Reject Any or All Proposals

The Employer reserves the right to accept or reject any Proposal, and to cancel / annul the Bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to the Consultants for which the Employer shall keep record of clear and logical reasons properly for any such action / recall of Bidding process. In case of cancellation / annulment, all Proposals submitted and specifically, Proposal securities, shall be promptly returned to the Consultants

F. Award of Contract

25. Award Criteria

The Consultant obtaining the highest combined evaluation score i.e., sum of weighted technical and financial scores shall be considered for award of contract.

26. Notification of Award

- a) Prior to the expiration of the period of Proposal validity, the Employer shall notify the successful Consultant, in writing, that its Proposal has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the accepted contract price. The expected date of award of contract is as stipulated under **Data Sheet**.
- b) Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

27. Other Statutory Requirements

Successful Consultant shall be required to fulfil insurance and other statutory requirements including submission of signed undertakings assuring compliance with the various standards stipulated in the conditions of contract. Failure of the successful Consultant to submit the same shall constitute sufficient grounds for the annulment of the award. In that event the Employer may award the Contract to the next highest evaluated Consultant, whose Proposal is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

28. Signing of Contract

Promptly after notification of Award, the Employer shall send the successful Consultant the Contract Agreement. Within ten days of receipt of the Contract Agreement, the successful Consultant shall sign, date, and return it to the Employer.

2. SECTION 3 - DATA SHEET

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I – Instructions to Consultants.

ITC Para Reference	Particulars
ITC 1b)	The Client is: SEEPZ SEZ Authority, Andheri (E), Mumbai 400096 The Method of Selection of Consultant is Quality & Cost Based Selection (QCBS)
ITC 1 d)	The intended completion date is 31/07/2022
ITC 4 b)	In order to be considered for technical evaluation, the Consultant must satisfy the eligibility requirements stipulated under Section 4 Evaluation Criteria.
ITC 6 b)	The official website of SEEPZ SEZ Authority is: http://seepz.gov.in The e-procurement portal is: https://eprocure.gov.in/epublish/app
ITC 7 a)	The Client's address for seeking clarifications is: Office of the Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai – 400096 The email address is: dcseepz-mah@nic.in Queries may also be raised by using the 'seek clarifications' option available on the e-procurement portal.
ITC 7 b)	The Consultants may submit their requests for clarification no later than 10 days prior to deadline for submission of Proposals.
ITC 8 a)	The pre-Proposal meeting shall be held electronically at 1130 Hrs on 18/04/2022. The web-link to attend the pre-Proposal meeting is as follows: https://seepz.webex.com/seepz/j.php?MTID=m4c96aa91bda8b5a14ff70f9c51b6ce46

ITC 12 a)	No change. Proposals shall remain valid for a period of 90 days from the deadline of submission of Proposals.
ITC 15 a)	All proposals shall be submitted online latest by 1600 Hrs on 1 st May 2022.
ITC 17 a)	The technical Proposals shall be opened online at 1630 Hrs on 2 nd May 2022.
ITC 23 d)	The presentations, if deemed necessary, may be held online using Cisco Webex within a week after opening of the technical proposals. The specific dates, time and meeting links shall be notified by the client on its website i.e., http://seepz.gov.in
ITC 28 a)	The expected date of award of contract is 25 th May 2022.

Note:

- SEEPZ reserves the right to change any schedule of bidding process. Please visit SEEPZ website mentioned in the document regularly for the same.
- Proposals must be received not later than the time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this process.

Annexure I - Instructions for Online Proposal Submission

Consultants are required to submit soft copies of their Proposals electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Consultants in registering on the CPP Portal, prepare their Proposals in accordance with the requirements and submitting their Proposals online on the CPP Portal.

REGISTRATION

1. Consultants are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Consultant Enrolment" on the CPP Portal which is free of charge.
2. As part of the enrolment process, the Consultants will be required to choose a unique username and assign a password for their accounts.
3. Consultants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPPP.
4. Upon enrolment, the Consultants will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a consultant. Please note that the Consultants are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Consultant then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate Consultants to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Consultants may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the Consultants have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Consultants through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The Consultant should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF PROPOSALS

1. Consultant should take into account any corrigendum published on the tender document before submitting their Proposals.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the Proposal. Please note the number of covers in which the Proposal documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Proposal.
3. Consultant, in advance, should get ready the Proposal documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Proposal documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Proposal, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Consultants. Consultants can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a Proposal and need not be uploaded again and again. This will lead to a reduction in the time required for Proposal submission process.

Note: My Documents space is only a repository given to the Consultants to ease the uploading process. If Consultant has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Proposal.

SUBMISSION OF PROPOSALS

1. Consultant should log into the site well in advance for Proposal submission so that they can upload the Proposal in time i.e. on or before the Proposal submission time. Consultant will be responsible for any delay due to other issues.
2. The Consultant has to digitally sign and upload the required Proposal documents one by one as indicated in the tender document.
3. Consultant has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Consultant should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of Proposal submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Proposal submission time, otherwise the uploaded Proposal will be rejected.
5. Consultants are requested to note that they should necessarily submit their financial Proposals in the format provided and no other format is acceptable. If the price Proposal has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the Consultants. Consultants are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Consultant). No other cells should be changed. Once the details have

been completed, the Consultant should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the Consultant, the Proposal will be rejected.

6. The server time (which is displayed on the Consultants' dashboard) will be considered as the standard time for referencing the deadlines for submission of the Proposals by the Consultants, opening of Proposals etc. The Consultants should follow this time during Proposal submission.
7. All the documents being submitted by the Consultants would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Proposal opening. The confidentiality of the Proposals is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any Proposal document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Proposal opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized Proposal openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized Proposal openers.
9. Upon the successful and timely submission of Proposals (i.e., after Clicking "Freeze Proposal Submission" in the portal), the portal will give a successful Proposal submission message & a Proposal summary will be displayed with the Proposal no. and the date & time of submission of the Proposal with all other relevant details.
10. The Proposal summary has to be printed and kept as an acknowledgement of the submission of the Proposal. This acknowledgement may be used as an entry pass for any Proposal opening meetings.

ASSISTANCE TO CONSULTANTS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online Proposal submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Consultants may avail the free training on the use of e-procurement system as per the schedule published at the following link: <https://eprocure.gov.in/cppp/trainingdisp>. In case of any further queries, please contact Shri Vikram Satre at +91-82865-87409 during office hours i.e., between 10 AM till 6 PM on weekdays.

4. SECTION 4 – EVALUATION CRITERIA

This Section contains all the criteria that the SEEPZ SEZ Authority shall use to evaluate Proposals and qualify the Consultants in accordance with ITC 23. No other factors, methods or criteria shall be used for the purpose of evaluation.

4.1 Assessment of Eligibility

The Consultant's proposals shall be first assessed for eligibility based on the eligibility criteria stipulated below. Only those Consultants who are found to be eligible as per the stipulated criteria shall be considered for evaluation of technical proposals.

Sr. No.	Eligibility Criteria	Supporting Documents
1	Must be registered with the appropriate government authority as a Pvt. Ltd. company / Ltd. company / LLP and shall be in the consulting services business for at least 5 years.	Copy of the incorporation / registration certificate clearly indicating the nature of business.
2	Must possess a valid GST and PAN	Copies of GST, PAN
3	Must have a turnover of at least Rs.25 Lakh in each of the last 3 financial years, i.e., FY2018-2019, FY2019-2020 and FY2020-2021.	Audited financial statements for the past 3 financial years. Provisional statement shall be accepted in lieu of audited BS only for FY 2020-21.
4	Must have completed geotechnical works of similar nature of projects. <i>Similar projects experience of working in Gems & Jewellery Sector/ with minimum Basement + Ground + 7 level with a minimum built up area of 1,00,000 square feet</i>	Summary of relevant experiences. Completion certificates issued by the Employers clearly mentioning the name of the assignment, scope of work, area of the campus, value of the contract, etc. In case the scope of work is not elaborated / area of the campus is not mentioned in the completion certificate, corresponding contract agreement may be submitted. Consultant needs to submit Work order/LOA copy and, Completion certificate for each project supporting their work.
5	Must not be presently debarred / blacklisted by any procuring entity under the central government including PSUs and autonomous entities or by state governments or by multilateral agencies such as The	Self-declaration of not having been debarred / blacklisted by any of the entities mentioned in this criterion at present.

Sr. No.	Eligibility Criteria	Supporting Documents
	World Bank, Asian Development Bank, etc.	
6	Must have either an in-house NABL accredited Laboratory facility for testing or a formal tie-up with an NABL approved / accredited laboratory.	Details of In-house laboratory facility or letter of association with an NABL approved / accredited laboratory

4.2 Technical Evaluation Process

4.2.1 Preliminary Examination of Proposals and Determination of Responsiveness

The evaluation committee shall carry out the preliminary examination of Proposals and shall determine the responsiveness of Proposals based as per the procedure stipulated under ITC 19, 20, 21 and 22.

4.2.2 Evaluation Criteria

The SEEPZ SEZ Authority shall evaluate the technical proposals on the basis of the following criteria:

SN	Criterion	Weightage	Scoring Logic
1	Relevant Experience of Consultant in carrying out similar scope of work	40%	Max. 40 marks Above 10 years – 40 marks Between 7-10 Years – 35 marks At least 5 Years – 30 marks
2	Approach, Methodology and Work Plan	10%	Max. 10 marks How well the proposed A&M responds to client's needs (desirability w.r.t. client's needs, feasibility w.r.t. practical constraints, and viability w.r.t. availability of time, information & requirement of client's efforts)

SN	Criterion	Weightage	Scoring Logic
3	Qualification and relevant experience of key staff	50%	<p>Max. 50 marks</p> <p>CV's will be evaluated as below:</p> <p>a. <u>20% weightage (Total 10 marks) will be given for Educational Qualification:</u></p> <p><u>Geotechnical Engineer Total 6 marks</u></p> <ul style="list-style-type: none"> • Postgraduate in Geo-Technical Engineering or Equivalent – 6 marks • Graduate in Civil Engineering or Equivalent – 4 marks <p><u>Geologist Total 4 marks</u></p> <ul style="list-style-type: none"> • Graduate in Geology/ Earth Science or Equivalent – 4 marks • Diploma in Geology or Equivalent – 2 marks <p>b. <u>80% weightage (Total 40 marks) will be given for work experience:</u></p> <p><u>Geotechnical Engineer</u></p> <p>b.1 - Above 12 years of relevant experience – 24 marks</p> <p>b.2 - 10 to 12 years of relevant experience – 21 marks</p> <p>b.3 - 8 to 10 years of relevant experience – 18 marks</p> <p><u>Geologist</u></p> <p>b.4 - Above 10 years of relevant experience – 16 marks</p> <p>b.5 - 8 to 10 years of relevant experience – 14 marks</p> <p>b.6 - 6 to 8 years of relevant experience – 12 marks</p>

SN	Criterion	Weightage	Scoring Logic
			Note: The inhouse professional strength of the Consultant shall be in accordance with Section-5 Terms of Reference sub-clause 5.5.7 - Minimum Staff to be deployed

The client reserves the right to assign zero marks to any key expert not meeting the minimum requirements stipulated in the Terms of Reference, and to seek replacement of the proposed key expert with a better qualified expert in case the Consultant is selected for award of contract.

Consultants must ensure that the documentary evidence submitted by them as part of their technical proposal must provide necessary information in adequate details to establish the facts without a scope for doubt. Any scanned documents being submitted must possess adequate resolution to ensure legibility without confusion. In case any information necessary for establishing Consultant's qualifications is not clear from the documents submitted, the evaluation committee's interpretation in that regard shall be final. Incomplete or unclear documents may lead to disqualification of the Consultant.

The minimum qualifying technical score is 75 out of 100. Financial proposals of only those Consultants shall be opened who obtain at least 75 marks in the technical evaluation.

4.3 Combined Evaluation Process (QCBS)

4.3.1 Minimum qualifying technical score

Only those Consultants who obtain at least 75 marks out of 100 in the technical evaluation process shall be eligible for financial bid opening.

4.3.2 Weights for Quality and Cost

For the purpose of combined evaluation, the following weights shall be considered:
Technical Score: 60%; Financial Score: 40%

4.3.3 Calculation of weighted technical score

For calculation of weighted technical score, Consultant's technical score out of 100 shall be multiplied by a factor of 0.60. Thus, for example, a consultant obtaining 80 marks out of 100 in its technical evaluation would have a weighted score of 48 out of 60.

4.3.4 Calculation of weighted financial score

For calculation of financial score, the lowest financial proposal shall be accorded a financial score of 100 out of 100 and all other Consultants shall be given proportionate scores.

An illustrative example is provided below:

Consultant Name	Price Quoted	Financial Score out of 100
Consultant A	Rs. 50,00,000	$= \frac{40,00,000}{50,00,000} \times 100 = 80$
Consultant B	Rs. 40,00,000	100
Consultant C	Rs. 60,00,000	$= \frac{40,00,000}{60,00,000} \times 100 = 66.67$

After calculating the financial score out of 100, the weighted financial score shall be calculated by multiplying the financial score by a factor of 0.40. Thus, for example, a consultant obtaining 80 marks out of 100 would have a weighted financial score of 32 out of 40.

4.3.5 Combined evaluation and recommendation for award of contract

The combined evaluation score shall be the sum of weighted technical and weighted financial scores. An example of weighted scores and combined scores is given below:

Consultant	Technical Score	Weighted Technical Score (0.60)	Financial Score	Weighted Financial Score (0.40)	Combined Score
A	80	48	100	40	88
B	90	54	90	36	90

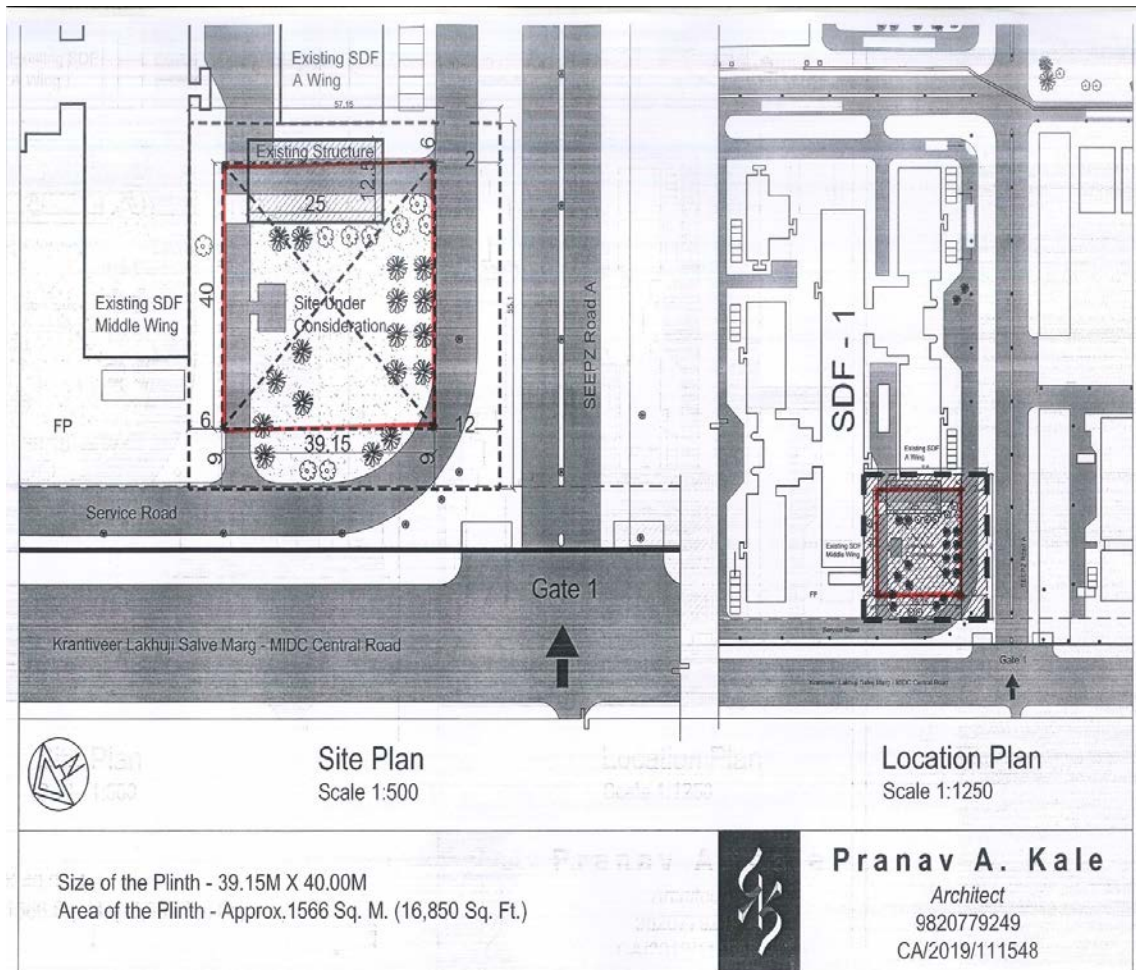
The Consultant obtaining the highest combined score shall be recommended for award of contract by the evaluation committee.

5. SECTION 5 – TERMS OF REFERENCE

5.1 PROPOSED PROJECT:

- a) The proposed Project would be set up on a cluster model to offer common facilities to Gem and Jewellery industries. Focus shall be on Jewellery.
- b) The Mega CFC will be established as a services provider with an aim to increase efficiencies of the small and medium scale local units by offering services which are not normally available with the independent units. The main objective of the Centre would be to provide quality services to the customers by satisfying their requirement and impart technical training to Gem and Jewellery sector.
- c) The Mega CFC envisages supporting the Gem and Jewellery Industries in overcoming the local challenges and facing global competition through state-of-the-art technology, quality products, testing standards and trained manpower.
- d) Land - Approx. 1 acre.
- e) The brief scope of works proposed for the Buildings/Structures is as follows in area statement of RCC substructure & super structure with all the services, utilities, finishes required for the standard industrial buildings including machine foundations, mezzanine structures etc.as per detailed design, drawings and specifications.
- f) Infrastructure Works and Services
- g) External:
 - ✓ Roads, Pavements etc.
 - ✓ Storm Water Drains
 - ✓ Drainage Lines
 - ✓ Sewage Treatment System /Effluent Treatment System
 - ✓ Water Lines -Domestic, Treated water, Process and Fire
 - ✓ Fencing /Compound Wall
 - ✓ Landscaping
 - ✓ Gas & other utility Lines
 - ✓ Electrical Distribution System
 - ✓ Ventilation -HVAC, Compressed Air Lines
 - ✓ Solar

5.2 PROPOSED PROJECT LOCATION:



5.3 AREA STATEMENT

The proposed Project is planned to be set up in SEEPZ SEZ. The facilities will be set up in an area measuring about 72,000 square feet. The area utilization by various activities is as shown in the Table below:

Components	Area (in sq. ft.)
Plinth Area	40m x 36 m
Facility based space allocation	
Parking, Canteen, Reception (Ground Floor)	12,000
Machinery Service Centre (1 st and 2 nd Floor)	24,000
Cutting Edge Technology Centre, Admin. Block and Industry Best Practices & Data Centre (3 rd Floor)	12,000
Business Facilitation Centre - 4 th Floor	12,000
Training & Skilling Centre to be run by GJSCI – 5 th Floor	12,000
Total Built-up Area	72,000 Sq. ft.
Number of Floors	Ground + 5

5.4 OBJECTIVES AND SCOPE OF WORK

Carry out investigation on the Project Site in accordance with Scope of Works listed below, Price Bid & Technical Specification and all relevant standards prescribed by appropriate authorities and should conform to the requirements of Code for Geotechnical Engineering Investigation GB50021-2001 (2009 Version) and Code for Design of Building Foundations GB50007-2011. If there is a difference between the aforesaid requirements of Code and the Indian local standards prescribed by relevant authorities, then for the purposes of the present project, the higher one(s) shall prevail.

Investigation tasks

- 5.4.1 Evaluate the feasibility and suitability of the project construction on the Project Site.
- 5.4.2 Carrying out topographical survey of plant and allied areas showing all permanent & general features. Locating (coordinates, plan dimensions, object name etc) existing building, structure, roads, drains, manhole, poles, cable trenches, pipe trenches etc and detailed contour survey by taking spot levels at 10m interval, carrying out cross section of canal/nallah by taking spot levels at 5m interval or less including clearance of jungles and cutting of trees etc which are interfering with the survey works and any other field works necessary for the completion of the said item, preparation and submission of all plans (maps), reports, CDs and originals etc all complete as per specification and instructions of the Employer / Employer's Representative.
- 5.4.3 Find out geological phenomena (including collapsing soil and liquefaction phenomena, etc.) that could affect the stability of the construction activity at the Project Site and the extent of harm thereto and provide calculation indexes and data required for the prevention and control of such geological phenomena.
- 5.4.4 Find out the cause of formation and age of the stratum structure at the Project Site (whether there is karst cave, fossil river course or gully) and physical and mechanical properties of the soil layer, and evaluate the uniformity, stability and bearing capacity of the foundation.
- 5.4.5 Find out the types of groundwater, burial conditions, seasonal variation range and corrosion on building materials, and propose the basement design and calculate the required groundwater level and the groundwater level for anti-floating calculation.
- 5.4.6 Measure the shear wave velocity of the soil layer, classify the soil at the Project Site, and evaluate the possibility of liquefaction of saturated sand and silt, so as to meet the requirements of seismic design.
- 5.4.7 Engineering investigation of soft soil. In addition to providing the data needed for the calculation of foundation bearing capacity and deformation of soft soil, the regional characteristics, consolidation state, pre-consolidation pressure (kpa) and related indexes of soft soil should also be proposed.

5.4.8 Requirements for drilling depth

- Determine the final depth of exploration according to the condition of the soil layer at the Project Site (meanwhile, meeting the requirements of the soil layer with the characteristic value of bearing capacity of the final stable bearing stratum not less than 180KPa and the modulus of compression not less than 8MPa) and the requirements of the building.
- Trial investigation/ survey shall be carried out prior to formal investigation/ survey. After trial investigation/ survey, the Employer and Consultant shall discuss with each other and determine the conditions of the soil layer at the Site and the requirements of the building to determine the final depth of exploration.

5.4.9 Provide foundation and base programs for this project. If pile foundations are proposed, make suggestions on pipe types and pile-tip bearing stratum, and provide ultimate tip resistance of pipes, characteristic values of ultimate lateral resistance, deformation calculation parameters and estimated settlement at the center of foundation piles.

5.4.10 Provide foundation pit design and relevant construction parameters and make suggestions on construction precipitation and excavation slope.

5.4.11 In addition to natural foundation and pipe foundation, the types of bases in this project also include natural foundations after foundation treatment. It is required to offer suggestions on foundation treatment programs and provide data and information required for design.

5.4.12 Provide the earth resistivity of the Project Site. Provide resonant column experiment data.

5.4.13 The contents of investigation, geotechnical investigation and evaluation and result reports shall confirm to the requirements of applicable Central and State legislations and any applicable standards prescribed by the relevant authorities and should conform to the requirements of Code for Geotechnical Engineering Investigation GB50021-2001 (2009 Version) and Code for Design of Building Foundations GB50007-2011. If there is a difference between the aforesaid requirements of Code and the Indian local standards prescribed by relevant authorities, then for the purposes of the present project, the higher one(s) shall prevail.

5.4.14 If the main bearing stratum of the Project Site fluctuates greatly, during the investigation/ survey, geological exploration holes shall be properly densified at the position where the main bearing stratum fluctuates greatly according to relevant specifications.

5.4.15 The Employer reserves the right to incorporate additional scope of work that are incidental to the responsibilities as described above and direct the Consultant to perform the same.

Relevant standards and specifications include but are not limited to:

- a) Code for Geotechnical Engineering Investigation (GB50021-2001) 2009 Version
- b) Standard for Fundamental Terms of Geotechnical Engineering (GB/T 50279-2014)
- c) Standard for Soil Test Method (GB/T 50123-1999)
- d) Standard for Tests Method of Engineering Rock Masses (GB/T 50266-1999)
- e) Technical Specification for Engineering Geological Prospecting and Sampling of Constructions (JGJ/T 87-2012)
- f) Standard for Geotechnical Investigation of Tall Buildings (JGJ-T 72-2017)
- g) Code for Design of Building Foundation (GB 50007-2011)
- h) Code for Seismic Design of Buildings (GB50011-2010) 2016 Version
- i) Technical Code for Ground Treatment of Buildings (JGJ 79-2012)
- j) Technical Specification of Retaining and Protecting for Building Foundation Excavation (JGJ 79-2012)
- k) Technical Code for Building Pile Foundations (JGJ 94-2008)
- l) Technical Code for Building Slope Engineering (GB 50330-2013)

5.5 TECHNICAL REQUIREMENTS

5.5.1 Types of boreholes:

The estimated engineering quantity of this work as provided in the Price Bid document tentatively, and the spacing between geological investigation points is not greater than 20m, however Consultant shall make necessary checks as per standard requirement.

The Employer reserves the rights to provide additional technical requirements to the Consultant, which shall be deemed to be incorporated under this Inquiry document. Borehole types and technical requirements shall meet the relevant Central and State legislations and the relevant standards prescribed by appropriate authorities. The drilling holes are divided into general exploration holes and controlled exploration, one controlled exploration hole is set every 5 general exploration holes, the control depth of the general exploration holes is not less than 10m, and the control depth of the controlled exploration holes is not less than 15m, trial investigation/ survey shall be carried out prior to formal investigation/ survey. After trial investigation/ survey, the Employer and Consultant shall discuss with each other and determine the conditions of the soil layer at the Site and the requirements of the building to determine the final depth of exploration.

Note: When one of the situations is encountered, the depth of the exploration hole should be appropriately increased or decreased.

- When the ground wave height of the exploration hole differs greatly from the expected leveling ground elevation, the depth of the exploration hole shall be adjusted according to the difference.
- Before the bedrock is encountered in the predetermined depth, in addition

to controlling the exploration hole, the appropriate depth of the bedrock should be drilled, and the other exploration holes can reach the confirmed bedrock and then the drilling can be terminated.

- In the predetermined depth, there is a large thickness, although a uniform distribution of solid soil layers (such as gravel soil, dense sand, old sedimentary soil, etc.), except for the controlled exploration holes should reach the specified depth, the general exploration holes the depth can be appropriately reduced.
- When there is a soft soil layer within the predetermined depth, the depth of the exploration hole should be appropriately increased, and some of the controlled exploration holes should penetrate the soft soil layer or reach the expected control depth.
- For heavy industrial buildings, the depth of exploration holes should be appropriately increased according to structural characteristics and load conditions.

5.5.2 Requirements for statements and records:

During drilling, measure and record the layered depth of each rock and soil layer in time per roundtrip and fill in the record section by section per roundtrip. Briefly describe the lithological characters per roundtrip and guarantee the authenticity and timeliness of the records.

5.5.3 Requirements for finished boreholes

- When each borehole is finished, the Employer or Employer's Representative shall check the borehole depth and review the drilling record for inspection and approval, only with the approval of the Employer, removal can be done.
- Color photographs of drilled cores shall be taken.
- Project forms of test requirements for rock, soil and water samples shall be completed and submitted to the laboratory on the same day.

5.5.4 Investigation data to be submitted

- The Consultant shall truthfully prepare the engineering investigation report in accordance with the requirements of this assignment, technical specification, applicable Central and State legislations, applicable standards prescribed by relevant authorities, and according to the situation of the Project Site and experimental analysis, and the report shall be submitted to the Employer after being checked and approved by corresponding persons with geological survey qualifications.
- The geotechnical investigation / survey report shall fully reflect the requirements of the geotechnical investigation/ survey activity, comprehensively and objectively evaluate the geological situation of the project, include complete data, scientific analysis, true and correct data, clear

charts, and grounded conclusions, and put forward reasonable suggestions for engineering design and construction according to local conditions.

- The Consultant shall ensure all the tests that are considered necessary for this purpose are done at in-house Laboratory or NABL approved laboratory at his cost and the test reports shall be submitted at the earliest to Employer. If the Employer desires to witness such tests, the Consultant shall arrange for the same.
- The geotechnical investigation/ survey report consists of text part and drawing part, and the text part shall at least include:
 - ✓ Overview of the proposed project, investigation purpose, task requirements and technical standards for reference.
 - ✓ Distribution of exploration points, investigation methods, undisturbed soil sampling and experimental analysis.
 - ✓ Project Site location, topography and geomorphology, geological structure, bad geological phenomena (including collapsible soil and liquefaction phenomenon, etc.), geological formation conditions, hydrogeological conditions (including burial conditions of water, types, water levels and changes), distribution of each soil layers, as well as physical properties, property indexes, electrical resistivity, strength parameters, deformation parameters (deformation modulus and compression modulus), recommended values of foundation bearing capacity of each soil layer, etc.
 - ✓ Evaluation of Project Site stability and suitability, corrosion effects of groundwater and soil on buildings, basic seismic intensity, engineering geological problems that shall be caused by engineering construction and relevant prevention and control measures, suitable foundation forms, relevant calculation parameters (include Seismic zoning, site soil types, etc. controlled in accordance with Indian seismic code (MCE)) and matters needing attention during construction
 - ✓ Analyze and demonstrate the programs for rock and soil utilization, remediation, and reconstruction, and put forward suggestions. Predict the possible geotechnical engineering problems during the construction and use of the project and put forward suggestions for monitoring and preventive measures
- The following information shall be provided:
 - ✓ Calculation of slope stability of deep foundation pit excavation and geotechnical parameters needed for retaining and protection. Demonstrate the effects of the underground installations of surrounding existing buildings.
 - ✓ Relevant technical parameters of foundation pit construction precipitation and suggestions for construction precipitation methods.

- ✓ Waterproof design water level and anti-floating design water level.
- The drawing part of the geotechnical investigation/ survey report shall at least include:
 - ✓ Layout plan of exploration points
 - ✓ Comprehensive engineering geologic map or engineering geological zoning map
 - ✓ Engineering geologic profile
 - ✓ Geologic column or comprehensive geologic column
 - ✓ Relevant test charts for statistical analysis of physical and mechanical properties of each main soil layer, coordinates, elevation and depth of drilling points, and soil test results.
 - ✓ Groundwater level contour map
 - ✓ Geotechnical engineering calculation diagrams and calculation result charts.
- The following special reports need to be submitted:
 - ✓ Geotechnical engineering test reports.
 - ✓ Geotechnical engineering inspection or monitoring reports.
 - ✓ Geotechnical engineering accident investigation and analysis reports.
 - ✓ Rock and soil utilization, remediation, or reconstruction programs.
 - ✓ Special technical consulting reports on geotechnical engineering issues.
- Words, terms, codes, symbols, figures, measurement units and punctuations in the engineering investigation report shall conform to the regulations of relevant Central and State legislations and the relevant standards prescribed by appropriate authorities.
- Provide the investigation plan and investigation organization plan for detailed geological investigation point distribution within the timeline indicated in the contract terms.
- Provide detailed geotechnical engineering interim reports within the timeline indicated in the contract terms. The detailed geotechnical engineering interim reports shall at least include the following contents:
 - ✓ Site soil category of the construction site.
 - ✓ Seismic zoning (controlled by MCE).

- ✓ Basic wind pressure at the site location.
- ✓ Characteristic value of bearing capacity and compression modulus of each soil layer.
- ✓ Calculating the anti-floating water level.
- ✓ Resistivity.

5.5.5 Completion Date

Complete all field work of geological investigation within 20 calendar days when the work order notified by Employer. Provide detailed geotechnical engineering investigation reports within the timeline indicated in the contract terms.

5.5.6 Key Deliverables and Payment Milestones

SN	Deliverable	Timeline (weeks) T = date of commencement of services	Payment Milestone (% of contract value)
1	Stage-1 Topography Survey	T-7 days	20 %** -The invoice for can be raised upon completion of Topographical survey works & report and same to be processed within 30 days from the date of invoice
2	Stage-2 Geotechnical Investigation	T-14 days	40 %** - The invoice for can be raised upon completion of Geotechnical Investigation & report and same to be processed within 30 days from the date of invoice
3	Stage-3 Final Report	T-21 days	30 %** - The invoice for can be raised upon completion of Final Report and same to be processed within 30 days from the date of invoice

PRICE: The offer shall be made in the format provided as per the Bill of Quantities, all applicable tax such as GST, if any Entry Tax, Octroi, Freight, Insurance etc. shall be mentioned separately and included in the Price Bid based on the prevailing tax structure at the time of submission.

*** Please note that 5 % from each invoice will be deducted and will be returned upon successful acceptance of report by the competent authority.*

5.5.7 Minimum Staff to be deployed

Sr. No	Description	Nos. of Person
1.	Geotechnical Engineer Minimum Qualification for Lead proposed for the project: Graduate in Civil Engineering or Postgraduate in Geotechnical Engineering or Equivalent in relevant field from a recognised university, having Minimum professional experience of 8 -10 years.	01
2.	Engineering Geologist Minimum Qualification for proposed for the project: Graduate in Geology/ earth Science or diploma in geology and equivalent in relevant field from a recognised university, having Minimum professional experience of 6-8 years.	01
3.	Supervisors Diploma in in relevant field from a recognised university, having Minimum professional experience of 6 years	01+01
4.	Qualified Surveyor Diploma in Civil Engineering of three years duration or ITI in Land Surveying of two years duration from any recognized institution recognized by the State Board of Technical Education	01
5.	Rig Operators	01/ Rig
6.	Mechanic	1
7.	Skilled/Unskilled labour	As required

Note: Credible evidence in the form of payroll shall be submitted to establish that the above staff is employed with the organisation. Contractual employees shall not be preferred for positions 1 to 4

5.5.8 Support Provided by Employer

- The Employer shall grant necessary access permissions to the Consultant's team to visit proposed site to carry out field visits.

Section 6 – Bidding Forms

SN	Name of the Form
1	Letter of Proposal
2	Checklist of documents comprising Proposal
3	Consultants Past Experience Details
4	CVs of Proposed Key Experts
5	Financial Proposal Format

1. Letter of Proposal

The Consultant must prepare the Letter of Proposal on its letterhead clearly showing the Consultants complete name and address.

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

Date:

Proposal Ref. No.:

To,
The Development Commissioner
SEEPZ, SEZ Authority
Andheri (East), Mumbai-400 096

1. We have examined and have no reservations to the Request for Proposals, including Addenda issued in accordance with Instructions to Consultant.
2. We meet the eligibility requirements in accordance with ITC 4 and have no Conflict of Interest in accordance with GFR 175.
3. We offer to provide, in conformity with the Request for Proposals, the following Services: Geotechnical survey services.
4. Our final price offer is as submitted in our financial Proposal.
5. Our Proposal shall remain valid for 90 days from the last date of submission of the Proposal and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We are not participating, as a consultant or as a sub-Consultant, in more than one proposal in this bidding process.
7. We, along with any of our sub-Consultant, key experts or joint venture partners for any part of the contract, are not debarred by any Consultant under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them.
8. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in GFR 175.
9. We hereby certify that we neither are associated nor have been associated directly or indirectly with the Consultant or any other individual or entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract from the SEEPZ SEZ Authority.
10. We hereby certify that we have fulfilled our obligations to pay all such taxes

as payable to the Central Government or the State Government or any local authority.

11. We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.
12. We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
13. We understand that this Proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
14. We understand that SEEPZ SEZ Authority is not bound to accept the highest evaluated Proposal or any other Proposal that SEEPZ SEZ Authority may receive and that the decision of the SEEPZ, SEZ authority shall be final & binding.

Name of the Consultant:

Name of Consultants Authorized Signatory:

Designation of the person signing the Proposal:

Signature of the person named above

Date signed

2. Checklist of documents comprising Proposal

SN	Document	Included (Y/N)	Page No.
1	Eligibility Documents		NA
2	Letter of Proposal		
3	Checklist of documents comprising Proposal		
4	Consultants Past Experience Details		
5	CVs of Proposed Key Experts		
6	Financial Proposal (to be uploaded in a separate folder)		NA

3. Consultants Past Experience Details

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Up to 20 pages.]

Assignment name:	Approx. value of the contract (in INR)
Country: Location within country:	Duration of assignment (months):
Name of Consultant:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultant:
Name of associated Consultant, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

4. CVs of Proposed Key Experts

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held*]:

From [Year]: ____ To [Year]: _____

Consultant: _____

Positions held: _____

11. Detailed Tasks Assigned

--

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: _____

Year: _____

Location: _____

Consultant: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: _____

[Signature of staff member or authorized representative of the staff]Day/Month/Year

Full name of authorized representative: _____

Section 7 – General Conditions of Contract (GCC)

1. General Provisions	
1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> a) "Completion Date" means the date of completion of the Services by the Consultant as certified by the Client. b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, as named in SCC. c) "Contract Price" means the financial proposal of the successful Consultant duly accepted by the client. d) "Client" means the agency, as named in SCC, that signs the Contract for the Services with the Selected Consultant. e) "Consultant" means a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract as specified in SCC. f) "Day" means a working day unless indicated otherwise. g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other Experts of the Consultant, Sub-Consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract. h) "GCC" means these General Conditions of Contract. i) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them. j) "Consultant's Proposal" means the completed Request for Proposals submitted by the Consultant to the Client. k) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented. l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in SECTION 5 – Terms of Reference. m) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
1.2 Applicable Law	The Contract shall be interpreted in accordance with the laws of the Union of India.

1.3 Language	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC . The term "in writing" means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice's effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.
1.5 Location	The Services shall be performed at such locations as are specified in SECTION 5 – Terms of Reference hereto
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC .
1.7 Authority of Member in Charge	In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
1.8 Taxes and Duties	The Consultant and their Experts shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
1.9 Code of Integrity	<p>a) The Client, the Consultant and their representatives shall strictly adhere to the code of integrity as stipulated under GFR 175.</p> <p>b) The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract</p>
2. Commencement, Completion, Modification, and Termination of Contract	
2.1 Effectiveness of	This Contract shall come into effect on the date the Contract is signed by both parties and such other later date

Contract	as may be stated in the SCC .
2.2 Commencement of Services	
2.2.1 Program	Before commencement of the Services, the Consultant shall submit to the Client for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
2.2.2 Starting Date	The Consultant shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC .
2.3 Intended Completion Date	Unless terminated earlier pursuant to Sub-Clause 2.6, the Consultant shall complete the activities by the Intended Completion Date, as is specified in the SCC . If the Consultant does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 11. In this case, the Completion Date will be the date of completion of all activities.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
2.5 Force Majeure	
2.5.1 Definition	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
2.5.2 No Breach of Contract	The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
2.6 Termination	

2.6.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- a. if the Consultant does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- b. if the Consultant become insolvent or bankrupt.
- c. if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d. if the Consultant, in the judgment of the Client has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.

2.6.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- a. if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or
- b. if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3. Obligations of the Consultant

3.1 General

The Consultant shall perform the Services in accordance with the Specifications and the Terms of Reference, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or

	third parties.
3.2 Conflict of Interests	<p>3.2.1 The Consultant shall hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>3.2.2 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p> <p>3.2.3 The payment of the Consultant pursuant to GCC shall constitute the Consultant's only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>3.2.4 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the applicable rules and guidelines of the Government of India, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p> <p>3.2.5 The Consultant shall not engage and shall cause its Experts as well as its Sub-Consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p> <p>3.2.6 The Consultant has an obligation and shall ensure that its Experts and Sub-Consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
3.3 Confidentiality	Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time

	<p>communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p> <p>In the event that the Firm or its representatives are requested pursuant to, or required by, applicable law or regulation or by legal or administrative process to disclose any Confidential Information, or where the Firm wishes to disclose to its professional indemnity insurers or to its advisers, the Firm agrees that it will, as far as is legally and practically possible, provide the Client with prompt notice of such request or requirement in order to enable the Client to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Firm or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed.</p>
3.4 Insurance to be Taken Out by the Consultant	<p>The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services.</p>
3.5 Consultant's Actions Requiring Client's Prior Approval	<p>The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> a. entering into a subcontract for the performance of any part of the Services, b. changing the Program of activities; and c. any other action that may be specified in the SCC.
3.6 Reporting Obligations	<p>The Consultant shall submit to the Client the reports and documents specified in SECTION 5 – Terms of Reference, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
3.7 Documents Prepared by the Consultant to Be the Property of the Client	<p>3.7.1 All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant in accordance with Sub- Clause 3.6 shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or</p>

	<p>expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.</p> <p>3.7.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>
<p>4. Consultant's Experts</p>	
<p>4.1 Description of Key Experts</p>	<p>The title, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Experts are described in SECTION 5 – Terms of Reference the Key Experts listed by title as well as by name in SECTION 5 – Terms of Reference are hereby approved by the Client.</p>
<p>4.2 Removal and/or Replacement of Experts</p>	<p>4.2.1 Except as the Client may otherwise agree, no changes shall be made in the Key Experts. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Experts, the Consultant shall provide as a replacement a person of equivalent or better qualifications.</p> <p>4.2.2 If the Client finds that any of the Experts have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Experts, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>4.2.3 In the event that any of Key Experts, Non-Key Experts or Sub-Consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds, therefore, may request the Consultant to provide a replacement.</p> <p>4.2.4 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Experts.</p> <p>4.2.5 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only</p>

	based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
5. Obligations of the Client	
5.1 Assistance and Exemptions	The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client shall use its best efforts to provide the Consultant such assistance and exemptions as specified in the SCC .
5.2 Services, Facilities and Property of the Client	The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the SECTION 5 – Terms of Reference at the times and in the manner specified in said Appendix A.
5.3 Counterpart Personnel	<p>5.3.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in SECTION 5 – Terms of Reference.</p> <p>5.3.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p>
5.4 Payment Obligation	In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in SECTION 5 – Terms of Reference and in such manner as is provided by GCC 6 below.
5.5 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and

	corresponding adjustments shall be made to the amounts referred to in Sub-Clause 6.1.
6. Payments	
6.1 Contract Price	<p>6.1.1 The Consultant's Contract Price shall be a fixed lump-sum net of all costs incurred by the Consultant in carrying out the Services described in SECTION 5 – Terms of Reference. The Contract Price is set forth in the SCC. The price bid breakdown is provided in Appendix A</p> <p>6.1.2 Any change to the Contract price specified in Clause 6.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.4 and have amended in writing the Terms of Reference in SECTION 5 – Terms of Reference.</p>
6.2 Taxes and Duties	<p>6.2.1 The Consultant, Sub-Consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.</p> <p>6.2.2 As an exception to the above and as stated in the SCC, the GST is reimbursed to the Consultant.</p>
6.3 Mode of Billing and Payment	<p>6.3.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 6.1.1.</p> <p>6.3.2 The payments under this Contract shall be made in lump-sum instalments against deliverables specified in SECTION 5 – Terms of Reference. The payments will be made according to the payment schedule stated in the SCC.</p> <p>6.3.3 The Client shall pay the Consultant within forty-five (45) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum instalment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same forty-five (45) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>6.3.4 The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum instalment shall be deemed approved for payment by the Client within sixty (60) calendar days after receipt of the final report by the Client unless the Client, within such sixty (60) calendar day</p>

	<p>period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>6.3.5 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p> <p>6.3.6 Retention amount as specified in the SCC will be deducted from each invoice and will be returned to the consultant upon successful acceptance of final report by the competent authority.</p>
6.4 Interest on Delayed Payments	<p>If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 6.3.3, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.</p>
7. Settlement of Disputes	
7.1 Amicable Settlement	<p>The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p>
7.2 Dispute Settlement	<p>Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication / arbitration in accordance with the provisions specified in the SCC.</p>
8. Good Faith	
	<p>The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
9. Limitation of Liability	
	<p>The total aggregate liability of the Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to 110% of the contract value.</p>
10. Indemnity	
	<p>The Consultant shall at all times indemnify and keep indemnified the Client against all claims/damages for any</p>

	<p>infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract. The Consultant shall indemnify the Client in full for any failure in performance on account of its default or non-fulfilment of its obligations and the same is performed by the client or any other agency engaged by the client. In such case all the costs and expenses incurred by the client are recoverable from the Consultant. The Client shall also indemnify the Consultant for losses/damages suffered due to any fraud, misrepresentation or omission of facts by the Client or any of its personnel.</p>
--	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

11. Liquidated Damages

	<p>Without prejudice to any other rights or remedies available to the Employer under the Contract or under applicable laws, if the Consultant delays or fails to complete the services by the scheduled completion date (determined after express approval or grant of extension of time in writing pursuant to consultant's claim for such extension in accordance with the provisions of contract), then the consultant shall pay to the Employer, liquidated damages as specified in Section 8 Special Conditions of Contract(SCC)</p>
--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Section 8 – Special Conditions of Contract (SCC)

Reference GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	The contract name is "geotechnical investigation works for setting up MEGA CFC in SEEPZ, Andheri, Mumbai"
1.1(d)	The Client is <i>SEEPZ SEZ Authority, Andheri, Mumbai</i>
1.1(e)	The Consultant is _____
1.4	<p>The addresses are:</p> <p>Client : SEEPZ SEZ Authority, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai 400096</p> <p>Attention : Development Commissioner, SEEPZ SEZ Authority</p> <p>E-mail: dcseepz-mah@nic.in</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client: <i>Shri. Anurag Agarwal, Deputy Development Commissioner</i></p> <p>For the Consultant: <i>[name, title]</i> _____</p>
1.7	The authorized member in charge is _____
2.1	No change to the GCC clause
2.2.2	The Starting Date for the commencement of Services is seven (7) days after contract signing.

2.3	The Intended Completion Date is 31/07/2022
3.2.2	The Client reserves the right to determine on a case-by-case basis whether the service should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 3.2.2
3.4	The risks and coverage by insurance shall be: <ul style="list-style-type: none"> (i) Third Party liability – as stipulated by relevant government law. (ii) Client’s liability and workers’ compensation – as stipulated in the employees’ compensation act. (iii) Professional liability – at least 110% of the Contract Price.
3.5 c.	The Consultant shall follow the protocol stipulated in the Terms of Reference regarding entering-exiting Client’s premises
3.7	There are no specific restrictions.
5.1	The Client shall provide necessary assistance in providing gate-passes for smooth entry of the Consultant’s vehicles and employees.
6.1	The Contract Price is: _____
6.2.2	The amount of GST reimbursable to the Consultant is: _____
6.3.2	The payment schedule shall be as stipulated under Section 5 – Terms of Reference.
6.3.5	Consultant’s account details for payments under the Contract are: Account Name: Bank Name: Branch Name: IFSC Code:
6.3.6	Retention amount of 5 % will be deducted from each invoice.
6.4	The interest rate shall be 4% per annum.
7.2	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.

11

The Bidder / Consultant is liable to pay Liquidated Damages for 0.2% each day of delay beyond the stipulated date of completion, subject to the total amount of Damages not exceeding 10 (ten) per cent of the Contract Price.

Appendix

Appendix A – Priced Bid

{Consultant to refer to price bid document part of RFP}

Appendix B – Technical Specification

{Consultant to refer to Technical Specification part of RFP}

Section 9 – Contract Forms

1. Letter of Acceptance

{On Client's Letterhead}

Date:

To: *{Insert Name and Address of the Successful Contractor}*

Subject: Letter of acceptance of your Proposal against tender ref. no.:

This is to notify you that your Proposal dated *[insert date of Proposal submitted by the Contractor]* for the execution of services titled "<insert title>" against RFP Ref. No. *[insert Proposal Ref. No.]* is hereby accepted by the Client for the Contract Price of Rs. *[insert amount in numbers and words]*, as evaluated in accordance with the Instructions to Consultants.

You are requested to execute the contract agreement within 28 days of receipt of this Letter. Till a contract agreement is executed, this Letter along with your accepted proposals shall constitute a valid and mutually binding contract.

Authorized Signature:

Name and Designation of Signatory:

Name of Client:

2. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, **SEEPZ SEZ Authority, Andheri, Mumbai** (hereinafter called the "Client") and, on the other hand, *[name of Contractor]* (hereinafter called the "Contractor").

WHEREAS

- (a) the Client has requested the Contractor to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Contractor, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract.
 - (b) The Special Conditions of Contract.
 - (c) Appendices:
 - Appendix A: Price Bid
 - Appendix B: Technical Specifications

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Contractor shall be as set forth in the Contract, in particular:
 - (a) the Contractor shall carry out the Services in accordance with the provisions of the Contract; and

- (b) the Client shall make payments to the Contractor in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of ***SEEPZ SEZ Authority, Andheri, Mumbai***

Shri Shyam Jagannathan, Development Commissioner, SEEPZ SEZ Authority

For and on behalf of *[Name of Contractor or Name of a Joint Venture]*

[Authorized Representative of the Contractor – name and signature]