




9/1  
to 9/12

**Expression of Interest (Eoi) for Consulting  
Services**

**ENGAGEMENT OF PUBLIC PROCUREMENT  
CONSULTANT (Individual Consultant) in  
SEEPZ-SEZ, MUMBAI**

  *Sanidra K.* *Rajshir*   
+

**REQUEST FOR EXPRESSION OF INTEREST (REOI)**  
**(Consulting Service)**  
**cum**  
**TERMS OF REFERENCE**

**Assignment Title- ENGAGEMENT OF PUBLIC PROCUREMENT CONSULTANT  
(INDIVIDUAL CONSULTANT) IN SEEPZ, MUMBAI**

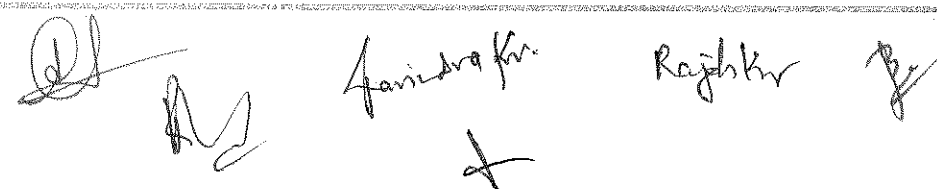
**Background**

Santacruz Electronics Export Processing Zone (SEEPZ) is a Special Economic Zone in Mumbai, India. SEEPZ was created in 1973 and is one of the foremost Special Economic Zones in the nation envisaged under the SEZ, Act 2005. With a view to overcome the shortcomings experienced on account of the multiplicity of controls and clearances; absence of world-class infrastructure, and an unstable fiscal regime and with a view of attract larger foreign investments in India, the Special Economic Zones (SEZs) Policy was announced in April 2000. SEEPZ was one of the three Export Processing Zones converted as Special Economic Zone w.e.f. 1st November, 2000. There are more than 400 units inside SEEPZ (Santacruz Electronic Export Processing Zone) SEZ.

Being spread over an area of 110 Acres, SEEPZ requires services of various contractors to maintain the premises in a state-of-the art condition. This primarily includes procurement of works (construction, refurbishment, and minor works), and services (consulting services and facility management, waste management and other non-consulting services). Given the vast scope for procurements to be undertaken by SEEPZ authority vis-à-vis the limited capacity and exposure of the SEEPZ staff in the area of public procurement, the Development Commissioner now intends to engage a Public Procurement Consultant (Individual Consultant) on retainer contract as per the procedure prescribed under para 7.2 of the Manual for Procurement of Consultancy and Other Services, 2017.

In the 45<sup>th</sup> meeting of the SEZ Authority held on the 25<sup>th</sup> of June 2021 a decision was taken to ensure that all procurement activity in the SEEPZ, Mumbai shall be ensured to be 100% compliant to the General Financial Rule and the Manual of Procurement of Works/ Goods/ Services (Consulting/ Non Consulting) and the engagement of a public procurement consultant shall be in pursuance of the said decision accordingly.

---

21  The bottom of the page features several handwritten signatures and initials. From left to right, there is a signature that appears to be 'D', followed by another signature that looks like 'A'. In the center, there is a signature that reads 'Farida' with 'for' written below it, and a small cross-like mark underneath. To the right of this is a signature that reads 'Rajshkr', and finally, a signature that looks like 'B'.

## Objectives and Scope of Work

The core objective of this consulting service is to establish institutional procurement procedures in accordance with the GFR and CVC guidelines in order to follow the principles of financial prudence. The consultancy services ( Individual consultant only) shall be divided into two core aspects; Firstly, to establish standard operating procedures regarding preparation of tender documents, Floating of tenders, evaluation process, prerequisites for contract awards such as performance security, and the contract management aspects. Secondly, to provide specific inputs in procurement matters of the organization from time to time for consideration of the internal committee chaired by the zonal development Commissioner.

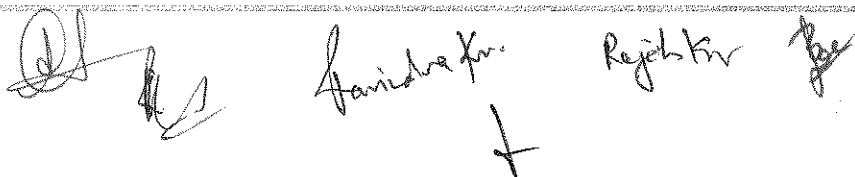
The specific activities that may be covered under the scope of work of the consultant are as follows:

- To conduct stakeholder consultation to understand the nature and frequency of documents undertaken by the organizations under the authority.
- To establish a decision framework for selection of appropriate procurement methods based on the identified procurement needs.
- To prepare a checklist for review of procurement procedures.
- To prepare standard bidding templates and evaluation templates.
- To provide assistance in carrying out specific procurement activities from time to time.
- To review procurement matters as and when endorsed by the development commissioners from time to time.
- To advise the evaluation committee members regarding evaluation of bids as and when required.
- To advise on the procedural aspect of engagement of various consulting and on consulting services.
- To conduct capacity building workshops for the staff members of SEEPZ SEZ authorities in Maharashtra.
- To assist the development commissioners in conducting a performance assessment of the in-house staff with regards to their skills and knowledge in public procurement.

## Qualification Requirements

Educational Qualifications:

- Post graduate degree or equivalent preferably in the domain of business management / materials management / procurement management / supply chain management from a reputed institute.

31  
  
Sanidra K. Rajh K. J.

- Professional certification in public procurement from institutions like the World Bank, Administrative Staff College of India, AIMA, etc would be preferred.

#### Experience Requirements:

- At least four years of specialized experience in public procurement in Central Govt/State Govt/PSUs.
- Experience of hands-on management of procurement of goods, works, consulting and non-consulting services including technology services, as well as that of reviewing procurement matters of various procuring entities.
- Experience of working in procurement policy reforms initiatives including drafting of the GFR, drafting of the procurement manuals, preparation of procurement laws and rules, etc.
- Experience of conducting capacity building workshops for government officials in the domain of public procurement across various levels of seniority.
- Experience of working with an organization related to finance, commerce, industries, exports, economic policy, etc. would be preferred.
- Experience of working in mission mode / special package / externally aided projects shall be preferred.

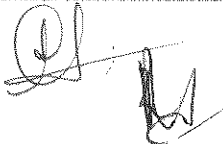

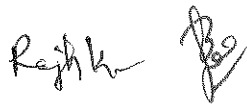

#### Other Skills and Qualities:

- In-depth understanding of GFR 2017 and various other guidelines issued by the procurement policy division of DEA and CVC.
- Excellent written and verbal communication skills in English & Hindi.
- Proficiency in using Microsoft Office tools such as MS Word, MS Excel, MS PowerPoint, etc.
- Proficiency in using cloud-based tools such as Google docs, Google spreadsheet etc. and online meeting tools such as Microsoft teams, Google meet, Zoom, Cisco WebEx, etc.
- Fluency in verbal and written communication in Marathi would be preferred.

**Age Limit:** 30 years to 45 years as on 1st January 2021.

#### **Nature and Duration of Engagement**

The consultancy services (Individual Consultant) shall be availed on as and when required basis. The procuring authority will sign a retainer agreement with the procurement consultant. The consultant may be required to provide on-site inputs to the development commissioners at the headquarters at SEEPZ Mumbai and various other SEZ authorities under its jurisdiction (10 days in two visits per month). The duration of engagement shall be of 12 months which may be subsequently extended

4 |    

based on satisfactory performance and mutual convenience subjected to the condition that extension shall not be granted for more than 1 year at a time.

### Application Procedure

1. Interested candidates shall submit their CVs along with a cover letter justifying their fitness for the role with respect to the desired qualifications by email to the SEEPZ authority at ([dcseepz-mah@nic.in](mailto:dcseepz-mah@nic.in)), on or before 1700 hrs on 28<sup>th</sup> July 2021. An undertaking for supply of true information shall also be submitted as per (Annexure-I).
2. The Evaluation Committee shall evaluate the CVs and invite the qualified candidates for an interview. The interview may be held at SEEPZ office or online as per Authority's decision. The decision of the Evaluation Committee shall be final and binding and no further correspondence shall be entertained.
3. The remuneration shall be fixed based on factors such as internal estimates of the Committee, last pay drawn of the selected candidate (In case of Ex Govt Employee) etc.
4. Detailed terms and conditions of engagement shall be shared with the selected candidate prior to signing of the retainer agreement.

### Terms and Conditions

1. **Applicable Law:** This agreement shall be governed by the laws of the Union of India.
2. **Term of Engagement:** The Consultant shall make herself/himself available for Services from [*commencement date*] to [*end date*] on an intermittent basis. The commencement date is confirmed in the Notice to Proceed (NTP). Should the NTP indicate a commencement date and completion date different from the above, the NTP shall prevail. The consultant shall station himself/herself at SEEPZ, Mumbai premises and be available in office at least a total of 10 (ten) working days in multiple spells of not more than three such stays in a calendar month and on need basis with prior intimation of 48 hours by client on terms and conditions of cost thereof as finalized in the contract document
3. **Description of Services:** The Consultant shall provide such services as mentioned under Annexure I – Scope of Work. The Client shall intimate the Consultant about its specific requirements from time to time during the retainer period.
4. **Performance of Services:** The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Client will

5 |



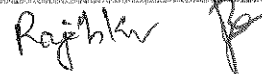

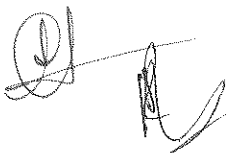
Anil Kumar  
d

Rajesh Kumar  
Rajesh Kumar

rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.

5. **Relationship of Parties:** It is understood by the parties that Consultant is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.
6. **Assignment Location:** The Consultant shall normally provide his/her services remotely over internet. However, the Consultant may have to visit Client's office for approximately 10 days per month based on Client's requirement in multiple visits not exceeding three such stays in a calendar month and on need basis with prior intimation of 48 hours by client on terms and conditions of cost thereof as finalized in the contract document.
7. **Disclosure:** The Consultant is required to disclose any outside activities or interests that conflict or may conflict with the best interests of Client. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to other consulting relationships that may conflict with this Agreement.
8. **Confidentiality:** The Consultant agrees that he / she will not at any time or in any manner, either directly or indirectly, use any confidential information shared by the Client for Consultant's own benefit, or divulge, disclose, or communicate in any manner any confidential information to any third party without the prior consent of the Client. SEEPZ SEZ Authority shall create a dedicated e-mail account for secure correspondence thereof. The Intellectual Property Rights (IPR) of the data collected as well as deliverables produced for the Ministry/organization shall remain with the Department/organization.
9. **Limitation of Liability:** The Consultant is not an Attorney, nor licensed to practice law. Discussions can skirt legal issues and should be interpreted as opinions, or things to consider. If legal advice is desired, consult an Attorney. The Client maintains control of all decisions and should reject advice that they do not agree with. Consultant cannot control future events, therefore cannot be responsible for long term outcomes.
10. **Retainer / Payment:** Client shall pay a retainer to Consultant for the Services in the amount of Rs.7,20,000/- per annum cumulatively in monthly disbursements. This retainer is non-refundable. Detailed schedule of payment of retainer fees shall be as enlisted under Annexure II – Payments. Consultant shall bill first to the retainer. Upon disbursement of

6



retainer, Client shall pay additional fees, if any, upon presentment of a billing statement by the Consultant.

11. **Consultancy Charges:** The Consultant shall be remunerated for the services provided at the rate of Rs.4500/- per day or part thereof for physical attendance at SEEPZ, Mumbai office limited to 10 (ten) working days in a month. The maximum ten (10) days of working day presence per month shall be billable to the retainer. Thereafter, the Consultant shall raise a monthly invoice indicating the number of additional days of work during that month. The consultant is free to work from any remote location for remaining 20 (twenty days) which includes working and non working days for which a consolidated base remuneration of Rs 2000/- (two thousand) shall be paid per day, not exceeding Rs 40000/- (Forty thousand) per month.
12. **Expense Reimbursement:** Consultant shall be entitled to reimbursement from Client for the "out-of-pocket" expenses as enlisted under Annexure II – Payments.
13. **Support Services:** Client will provide the following support services to enable the Consultant to deliver best possible outputs: a) Authorization for entering the Client's premises for the duration of the Contract; b) Office space having internet connectivity and printing facility; c) Access to relevant files (both physical and digital), templates, tender documents, and other relevant records; d) Contact directory of all officers working at the Client's offices.
14. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- ~~15.~~ **Termination:** Either party may terminate this contract with a 30 days' notice period. During the notice period, the Consultant shall complete the tasks at hand to the extent possible and hand over the office record and equipment available with him/her to SEEPZ SEZ Authority before the final payment by SEEPZ SEZ Authority. The Client shall process the pending payments at the earliest, and not later than 30 days after the date of termination. On termination or cancellation of contract, the consultant shall not be

7



Anil K. S. &

Rejesh K. S.

entitled for any sum or sums, whatsoever, from the SEEPZ-SEZ Authority by way of compensation, damages or otherwise.

02



Sanjay Kumar



Rajesh Kumar





## Annexure I – Scope of Work

The core objective of this consulting service is to establish institutional procurement procedures in accordance with the GFR and CVC guidelines in order to follow the principles of financial prudence. The consultancy services shall be divided into two core aspects; Firstly, to establish standard operating procedures regarding preparation of tender documents, Floating of tenders, evaluation process, prerequisites for contract awards such as performance security, and the contract management aspects. Secondly, to provide specific inputs in procurement matters of the organization from time to time for consideration of the internal committee chaired by the development Commissioner.

The specific activities that may be covered under the scope of work of the consultant are as follows:

- To conduct stakeholder consultation to understand the nature and frequency of procurements undertaken by the organizations under the authority.
- To establish a decision framework for selection of appropriate procurement methods based on the identified procurement needs.
- To prepare a checklist for review of procurement procedures.
- To prepare standard bidding templates and evaluation templates.
- To provide assistance in carrying out specific procurement activities from time to time.
- To review procurement matters as and when endorsed by the development commissioners from time to time.
- To advise the evaluation committee members regarding evaluation of bids as and when required.
- To advise on the procedural aspect of engagement of various consulting and non-consulting services.
- To conduct capacity building workshops for the staff members of the SEEPZ SEZ authorities in Maharashtra.
- To assist the development commissioner in conducting a performance assessment of the in-house staff with regards to their skills and knowledge in public procurement.





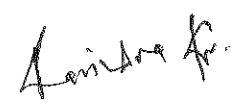
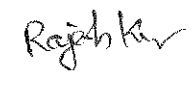

Aminda K.

Rajsh K.



**Annexure II – Payments**

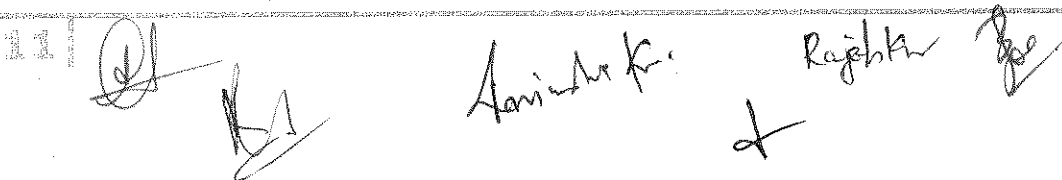
<b>Remuneration Costs</b>		
<b>Particulars</b>	<b>Amount / Formula</b>	<b>Payment Schedule</b>
Retainer Fees	Rs.7,20,000/- for 1 year	Amount of Rs.60,000 is paid at the beginning of every month by the 10 <sup>th</sup> day of the month.
Additional Consultancy Charges ( on site at SEEPZ Office)  (Payable for physical attendance at SEEPZ-SEZ limited to a period of 10 working days every month)  Rs 2000/- ( Two thousand) per day subject to limit of Rs 40000/- ( twenty thousand) per month	Rs.4500/- per day or part thereof          (in case of remote work, consultant is free to work at any hours in remote location based on fixed remote retainer ship)	Consultant shall raise an invoice based on the additional days of work at the end of every month.  Client shall clear payment against the invoice by 10 <sup>th</sup> day of the next month.
<b>Reimbursable Costs</b>		
<b>Particulars</b>	<b>Rate</b>	<b>Remarks</b>
Travel (for field-based inputs)	Rs.20/km (In case vehicle is not provided by SEEPZ SEZ Authority)	Up to 500km (to & fro) for visit to SEEPZ office. As per actuals for other offices.
Accommodation (for field-based inputs of consecutive 2 or more days)	Rs.3000/- per day (only in case accommodation is not provided by client SEEPZ)	Client(SEEPZ SEZ Authority) will provide guest house accommodation in lieu of hotel accommodation on zero cost basis
Per diem ( in case of physical attendance at SEEPZ, Mumbai premises/ or on specific deployment in writing by SEEPZ, Mumbai authority (for field-based inputs to cover boarding and other costs)	Additional Rs.500/- per day	-
Printing and Stationery	Rs.5 / page (B&W)	Binding and postage charges shall be payable as per actual

10 |    +  

	Rs.10 / page (Color) (Only Outstation)	for remote work and office computer and peripherals shall be provisioned in SEEPZ, Mumbai with office space otherwise
Laptop	Up to 75,000/-	To be paid as per actual/ Machine shall be property of SEEPZ, Mumbai and shall be borne on books of SEEPZ, Mumbai
Internet charges	Maximum Up to Rs.1,000 / month ( in addition) to base remuneration as indicated	To be paid as per actuals/maximum amount (Rs 1000/month) whichever is lower
Consultant shall raise an invoice based on the actual reimbursable costs at the end of every month. Client shall clear payment against the invoice by 10 <sup>th</sup> day of the next month.		

**Time Schedule:-**

1. Floating of EOI – 13<sup>th</sup> July 2021
2. Receipt of LOI – 28<sup>th</sup> July 2021 (up to 1700 hrs by email only)
3. Short listing 3 to 4 CVs – 4<sup>th</sup> August 2021
4. Evaluation internally and short listing successful resource – 6<sup>th</sup> August 2021
5. Issue of letter of engagement after all formalities -23<sup>rd</sup> August 2021



**Annexure-I**

**Undertaking**

I certify that the information in the above Expression of Interest forms is true to the best of my knowledge. I also understand that any misleading or wrong information will disqualify this application straightway. I undertake that I do not have not any criminal case/FIR pending against me in any court of Law and I am not debarred/blacklisted by any agency of Central/State Govt.

In case I am selected & awarded this consultancy work and if any information provided by me is found to be wrong/false/misleading anytime during the course of this consultancy work, contract can be terminated by the client (SEEPZ SEZ Authority) without any notice.

I shall not assign, transfer, pledge or sub-contract the work fully or partially and shall further undertake to comply with the terms and conditions of the EOI.



