



SEEPZ SEZ AUTHORITY

OPEN COMPETITIVE BIDDING -QCBS Tender

(Bidding using E- Procurement mode on Central Public Procurement Portal)

Bidding Documents

for

“Appointment of Agency for providing Strategic Advisory Services for Rejuvenation and Redevelopment & Implementation support for various initiatives taken by SEEPZ SEZ, Mumbai”

Tender Ref. No.: IT-G/C/5/2024-IT/COMP-SEEPZ-MUMBAI

(Date of Issue): 07/06/2024

ISSUING AUTHORITY:

Development Commissioner, SEEPZ- SEZ, Mumbai

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Andheri East, Mumbai 400096.

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

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1. Definitions

- 1.1 “Affiliate (s)” means an individual entity that directly or indirectly controls, is controlled by, or is under common control with the agency/Agencies/firm.
- 1.2 “Applicable Guidelines” means the policies of the Central Government of India governing the selection and Contract award process as set forth in this RFP.
- 1.3 “Applicable Law” means the laws and any other instruments having the force of law in the country.
- 1.4 “Agency” means a legally-established professional firm or an entity that may provide or provides the Services to SEEPZ SEZ Authority, Mumbai under the Contract.
- 1.5 “Contract” means a legally binding written agreement signed between the Procuring Entity (“hereinafter referred to SEEPZ SEZ Authority, Mumbai”) and the Agency and includes all the attached documents listed in its RFP and the Appendices].
- 1.6 “Bid Data Sheet ” means an integral part of the Instructions to Agency (ITA) that is used to reflect assignment conditions to supplement, but not to overwrite, the provisions of the ITA.
- 1.7 “Day” means a calendar day.
- 1.8 “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Agency.
- 1.9 “Government” means the Central Government.
- 1.10 “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the agency’s proposal.
- 1.11 “Proposal” means the Technical Proposal and the Financial Proposal of the Agency.
- 1.12 “RFP” means this Request for Proposals prepared by the Procuring Entity for the selection of Agency.
- 1.13 “Services” means the work to be performed by the agency pursuant to the Contract.

1.14 TORs” (the Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Entity and the Agency, and expected results and deliverables of the assignment.

2. Introduction and General Conditions

2.1 Introduction

- 2.1.1 The Procuring Entity named in the Bid Data Sheet intends to select an Agency, in accordance with the method of selection specified in the Bid Data Sheet.
- 2.1.2 Interested Firms/ Consultants / Agencies involved in the similar activities are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Bid Data Sheet, for services required for the assignment named in the Bid Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Agency.
- 2.1.3 The Agency should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference as specified in the Bid Data Sheet. Attending any such pre-proposal conference is optional and is at the Agency's expense.
- 2.1.4 The Procuring Entity will timely provide, at no cost to the Agency, the inputs, relevant project data, and available reports required for the preparation of the Agency's Proposal as specified in the Bid Data Sheet.
- 2.1.5 If any data/ report required for any Advisory Service/ Procurement Service or Implementation support service, agency have to collect data/ prepare report using cost effective methods.

2.2 Conflict of Interests

- 2.2.1 The Agency is required to provide professional, objective and impartial advice, at all times holding the Procuring Entity's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 2.2.2 The Agency has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Entity. Failure to disclose such situations may lead to the disqualification of the agency or the termination of its Contract and/or sanctions by the SEEPZ SEZ AUTHORITY. A disclosure in this regard is required to be submitted to SEEPZ SEZ AUTHORITY on quarterly basis.
- 2.2.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Agency shall not be hired under the circumstances set forth below:

2.3 Conflicting Activities

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Entity to provide goods, works, or non- consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services

resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation and implementation.

2.3.1.1 Conflicting Assignments

Conflict among consulting assignments: An Agency (including its Experts and Sub-Agency) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Agency for the same or for another Procuring Entity.

2.3.1.2 Conflicting relationships

Relationship with the Procuring Entity's staff: An Agency (including its Experts and Sub-Agency) that has a close business or family relationship with a professional staff of the Borrower (or of the Procuring Entity, or of implementing agency, or of a recipient of a part of the SEEPZ SEZ AUTHORITY) who are directly or indirectly involved in any part of

- (i) The preparation of the Terms of Reference for the assignment,
- (ii) In the selection process for the Contract.
- (iii) The supervision of the Contract.

may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the SEEPZ SEZ AUTHORITY throughout the selection process and the execution of the Contract.

2.4 Unfair Competitive Advantage

Fairness and transparency in the selection process require that the Agency or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. Kindly refer the Bid Data Sheet for the information on assignments. Agency is requested to contact SEEPZ SEZ AUTHORITY office for any kind of clarification related to this RFP.

2.5 Corrupt and Fraudulent Services

The SEEPZ SEZ AUTHORITY requires compliance with its policy in regard to corrupt and fraudulent practices.

2.6 Eligibility

It is the Agency's responsibility to ensure that its Experts meet the

eligibility requirements as established by the SEEPZ SEZ AUTHORITY in the applicable guidelines.

2.6.1 Government-owned enterprises or institutions shall be eligible only if they can establish that they

- (i) are legally and financially autonomous,
- (ii) operate under commercial law, and
- (iii) that they are not dependent agencies of the Procuring Entity.

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budgetary support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow fund, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

2.6.2 Government officials and civil servants of the country are not eligible to be included as experts in the Agency's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies, and they are on leave of absence without pay, or have resigned or (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Agency's proposal; and

2.6.3 Their hiring would not create a conflict of interest.

2.6.4 The resources proposed for the assignment should be on role employees of the firm, resources engaged on contract would not be considered.

3. Preparation of Proposals

3.1 General Considerations

In preparing the Proposal, the Agency is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

3.2 Cost of Preparing Proposals

The Agency shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be

responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity reserves the right to annul the selection process at any time prior to signing of the agreement. SEEPZ SEZ AUTHORITY is not bound to accept any proposal, without giving any reason and thereby incurring any liability to the Agency.

3.3 Language

The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Agency and the Procuring Entity shall be written in the language(s) specified in the Bid Data Sheet.

3.4 Documents Comprising Proposals

3.4.1 The Proposal shall comprise of the documents and forms listed in the Bid Data Sheet.

3.4.2 If specified in the Bid Data Sheet, the Agency shall include a statement of an undertaking of the Agency to observe, in competing for and executing a contract, laws against fraud and corruption (including bribery).

3.5 One Proposal Only

The Agency shall submit only one Proposal. If an Agency, including any member firm, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.

3.6 Consortiums and Subletting

Consortiums are not allowed to participate in the bid. The Agency shall not Sub-Contract/Sub- let/Outsource the whole/ part of the Services mentioned in the Terms of Reference.

3.7 Proposal Validity

3.7.1 The Bid Data Sheet indicates the period during which the Agency's Proposal must remain valid after the Proposal submission deadline.

3.7.2 During this period, the Agency shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

3.7.3 If it is established that any Key Expert nominated in the Agency's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.

3.7.4 Extension of Validity Period

3.7.5 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, by notifying all agencies who have submitted proposals prior to the submission deadline to extend the proposals' validity.

Mode of notifications is specified in the Bid Data Sheet.

- 3.7.6 If the Agency agrees to extend the validity of its proposal, it shall be done without any change in the original proposal and with the confirmation of the availability of the Key Experts.
- 3.7.7 The Agency has the right to refuse to extend the validity of its proposal in which case such Proposal will not be evaluated further.

3.7.8 Substitution of Key Experts at Validity Extension

If any of the Key Experts become unavailable for the extended validity period, the Agency shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. If the Agency fails to provide a replacement of core/ key resource with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

3.8 Clarification and Amendment of RFP

- 3.8.1 The Agency may request an online clarification on any part of the RFP during the period and in accordance with the procedure indicated in the Bid Data Sheet before the Proposals' submission deadline. The Procuring Entity will respond online by uploading the response on the portal (including an explanation of the query but without identifying its source) for information of the Agencies. Should the Procuring Entity deem it necessary to amend the RFP as a result of a Clarification, it shall do so following the procedure described below:
 - 3.8.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment online in accordance with procedure described in Data Sheet. The amendment shall be binding to all agencies.
 - 3.8.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission deadline to give the reasonable time to take an amendment into account in their Proposal
 - 3.8.4 The Agency may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline, online, in accordance with the procedure described in the Bid Data Sheet. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

3.9 Technical Proposal Format and Content

- 3.9.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 3.9.2 Agency shall not propose alternative Key Experts. Only one CV shall be submitted for each position. Failure to comply with this requirement will make the Proposal non-responsive.

3.10 Financial Proposal

- 3.10.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 6 of the RFP. It shall list all costs associated with the assignment, including remuneration for Key Experts
- 3.10.2 **Price Adjustment:** For this assignment, a price adjustment provision does not apply. That said for on further extension of the assignment, one-time 5% addition to the pro rata value quoted for the resource in the financial bid would be applicable. This value would be applicable for the extension period.
- 3.10.3 **Taxes:** The agency is responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Bid Data Sheet.
- 3.10.4 **Currency of Proposal:** The Agency should express the price for its Services in the currency as stated in the Bid Data Sheet.
- 3.10.5 **Currency of Payment:** Payment under the contract shall be made in the currency as stated in the Bid Data Sheet.

4. Submission, Opening and Evaluation

4.1 Submission of Proposals

- 4.1.1 The Agency shall submit a digitally signed, encrypted and complete Proposal comprising the documents and forms in accordance with the Procurement Portal guidelines. The submission should be done electronically through the CPP Portal and in accordance with the procedures specified in the **Bid Data Sheet**. Proposals submitted by any other means will be rejected.
- 4.1.2 An authorized representative of the agency shall digitally sign the submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal. The authorization shall be in the form of a written power of attorneys scanned and uploaded together with the Technical Proposal.
- 4.1.3 Agency should be aware that the electronic procurement system does not allow for any interlineations, erasures, or overwriting. Any modifications or revisions to the Proposal shall be done in accordance with eProcurement portal guidelines.
- 4.1.4 The Proposal or its modifications must be uploaded on the portal on or before the deadline indicated in the Bid Data Sheet, or any extension to the deadline. The electronic system will not accept any Proposal or its

modification for uploading after the deadline.

- 4.1.5 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system's functionality requirements are specified in the Data Sheet.

4.2 Confidentiality

- 4.2.1 From the time the proposals are opened to the time the Contract is awarded, the agency should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to any agency who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 4.2.2 Any attempt by Agency's personnel or anyone on behalf of the Agency to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing SEEPZ SEZ AUTHORITY's sanctions procedures.
- 4.2.3 Notwithstanding the above provisions, from the time of the Proposals opening to the time of Contract award publication, if an Agency wishes to contact the Procuring Entity or the SEEPZ SEZ AUTHORITY on any matter related to the selection process, it should do so only in writing.
- 4.2.4 Online Opening of Proposals
- 4.2.5 The Procuring Entity's evaluation committee shall conduct the opening of the Technical Proposals online immediately after the Proposals' submission deadline and following the procedure described in the Bid Data Sheet. The Financial Bid shall be opened only after Technical Evaluation and only for Technical qualified bidders.
- 4.2.6 Before opening Financial Bid, Technical qualification result shall be published on CPP Portal.

4.3 Proposals Evaluations

- 4.3.1 The Agency is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Entity will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
- 4.3.2 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub- criteria, and point system specified in the Bid Data Sheet.

4.3.3 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the prequalification criteria or a minimum technical score indicated in the Bid Data Sheet.

4.3.4 If required the Procuring Entity may seek clarification on the documents submitted in the technical proposal through CPP portal or email.

4.4 Online Opening of Financial Proposals (For QCBS)

4.4.1 After the Pre-Qualification evaluation is completed, the Procuring Entity shall notify those Agencies whose Proposals were considered non-responsive to the RFP and did not meet the prequalification criteria by uploading the technical results on CPP Portal.

4.4.2 For the agencies satisfying the Pre-qualification criteria, technical evaluation would be carried out and Information relating to the Agency's overall technical score, as well as scores obtained for each criterion and sub-criterion would be shared. Financial Proposals of those Agencies whose Technical Proposals did not meet the minimum qualifying score shall not be opened. In such a case, a notification to that effect will be sent to the Agency. The Procuring Entity shall simultaneously notify those Agencies that have achieved the minimum overall technical score and inform them of the date, time and, if indicated in the Bid Data Sheet, location for online opening of the Financial Proposals. The Agency's attendance at the opening of the Financial Proposals (online, or in person, if such option is indicated in the Bid Data Sheet) is optional and is at the Agency's choice.

4.4.3 The Financial Proposals shall be opened online by the Procuring Entity's evaluation committee as described in the Bid Data Sheet. After opening, the names of the Agencies, and the overall technical scores, including the breakdown by criterion, the total prices quoted in the Financial Proposal shall be recorded in Minutes of Meeting of Tender Evaluation Committee. The records of the opening shall remain on the CPP Portal for the information of the Agencies who submitted Proposals and the SEEPZ SEZ AUTHORITY, unless the Bid Data Sheet provides for other means of sending notifications and the results of the financial opening.

4.5 Corrections of Errors

4.5.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections would be allowed to be made to the Financial Proposal.

4.5.1.1 Lump-sum Contracts

The Agency is deemed to have included all prices in the Financial Proposal,

so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes specified in the Financial Proposal shall be considered as the offered price.

4.6 Taxes

The Procuring Entity's evaluation of the Agency's Financial Proposal shall exclude taxes and duties in the country in accordance with the instructions in the Bid Data Sheet.

4.7 Conversion to Single Currency

4.7.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Bid Data Sheet.

4.8 Combined Quality and Cost Evaluation

Quality and Cost based Selection (QCBS): The total score is calculated by weighing the technical and financial scores and adding them as per the formula and instructions in the Bid Data Sheet. The Agency achieving the highest combined technical and financial score will be invited for negotiations.

4.9 Award of Contract

After completing the negotiations, if applicable; Procuring Entity and selected agency shall sign the Contract. The Agency is expected to commence the assignment on the date and at the location specified in the Bid Data Sheet.

5. BID DATA SHEET

1.	<p>Name of the Procuring Entity: SEEPZ Special Economic Zone Authority (SEEPZ SEZ AUTHORITY)</p> <p>Method of selection: Quality & Cost Based Selection</p>
2.	<p>Financial proposal to be submitted together with Technical Proposal: Yes, as per the process defined on CPP Portal for two cover bid.</p> <p>Name of the assignment: Appointment of Agency for providing Strategic Advisory Services for Rejuvenation and Redevelopment & Implementation support for various initiatives taken by SEEPZ SEZ, Mumbai</p>
3.	<p>Start date for Purchase of RFP: 8th June 2024 at 9:00 AM</p>
4.	<p>A pre-proposal conference will be held: Yes ; on 14th June, 2024 at 04:00 PM Meeting Link : https://seepz.webex.com/seepz/j.php?MTID=m1fcb278dde07433528de663d889ac7f3 Meeting Number: 2517 973 5281 Password: Pre@2024</p> <p>Bidding documents can be downloaded free of cost from the following websites: https://eprocure.gov.in/epublish/app https://seepz.gov.in/tenders</p> <p>Contact person: Shri. Prasad Varwantkar Designation:- Estate Officer Email:- ddcseepz-mah@nic.in Contact:- 022-28294772/ 9582950864</p> <p>Alternate Point of Contact: Hanish Rathi Assistant Development Commissioner (eProcurement) SEEPZ SEZ AUTHORITY Contact: 022-28294756/7976067037, Email: hanishr.g171701@gov.in</p>
5.	<p>1. Agencies are requested to visit the following URL for more information. https://eprocure.gov.in/epublish/app & https://seepz.gov.in/tenders</p> <p>2. Details of the project can be found in the ToR.</p> <p>3. Agencies are requested to contact SEEPZ SEZ AUTHORITY office for any kind of clarification, information on the project.</p>
6.	<p>This RFP has been issued in the English language translated copy is available on SEEPZ SEZ website https://seepz.gov.in/.</p> <p>Proposals shall be submitted in Bilingual (English & Hindi) or English language.</p> <p>All correspondence exchanges shall be in English language.</p> <p>Note: In case any document submitted by the Bidder is not in English Language, a self certified translation shall be provided for the same, failing which the document will be considered as not submitted and Bid as non-responsive.</p>
7.	<p>Statement of Undertaking is required: Yes; as per the covering letter of Technical Proposal</p>
8.	<p>Participation of Sub-Agency, Key Experts and Non-Key Experts in more than one Proposal is permissible: No</p>

9.	Important Dates:										
	Sr. No.	Activity	Date/Time								
	1.	Last date for Purchase of RFP	29 th June, 2024								
	2.	Last date of submission of Proposal	29 th June, 2024								
	3.	Date of opening of Technical Bid	1 st July, 2024								
	4.	Date of Technical Presentation	5 th July, 2024								
5.	Date of opening of Financial Bid	8 th July, 2024									
Note: Presentation may be called from all the bidders. If a bidder is disqualified in the Pre-qualification criteria, then technical scoring will not be taken up for that bidder and Financial Bid will not be opened for that bidder.											
10.	Proposals must remain valid for 180 calendar days after the proposal submission deadline (i.e., until: ___December, 2024).										
11.	In case the Procuring Entity feels that the proposal validity should be extended in order to get formal approval and go- ahead. SEEPZ SEZ AUTHORITY will send a confirmation mail to all Agencies. All Agencies may send their consent via email to extend the validity of the proposal for another 90 days.										
12.	Clarifications may be requested through email. All requests for clarifications shall be made via email (ddcseepz-mah@nic.in / hanishr.g171701@gov.in), as per the format below and in excel file only.										
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S. no.	RFP Ref/Page No	RFP Clause	Clarification Sought/Query								
13.	Online submission of proposals are as per the process defined in https://eprocure.gov.in/eprocure/app										
14.	Project Duration: 24 months from the date of signing of contract with a provision for further extension of 24 months with a one-time 5% addition to the pro rata value quoted for the resource in the financial bid, which would be applicable for the extension period of 24 months (if extended)										
15.	Method of Selection: QCBS – 70:30										
16.	Submission of the Pre-Qualification Proposal, Technical Proposal and Financial Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.										
17.	<ul style="list-style-type: none"> Agencies shall submit their Proposals electronically on the portal: https://eprocure.gov.in/eprocure/app For participation in e-tendering, it is mandatory for prospective agencies to get registered on the https://eprocure.gov.in/eprocure/app. Therefore, it is advised to all prospective agencies to get registration at the earliest. Tender documents can be downloaded free of cost from website https://seepz.gov.in and https://eprocure.gov.in/eprocure/app. 										

18	<p>EMD</p> <ul style="list-style-type: none"> Agency shall submit an EMD of Rs.10 Lakh : Bid Security (EMD) amounting to Rs. 10,00,000/- shall be paid alongwith Technical Bid. The beneficiary details are: Name of the Beneficiary: SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY Bank and Branch Name: Punjab National Bank, SEEPZ branch Account no.: 1253002100028398 IFSC Code: PUNB0125300 Payable at: Mumbai <ul style="list-style-type: none"> The bid will be disqualified if the EMD is not submitted within the stipulated timeline. Unsuccessful Agency's EMD will be released as promptly as possible, but not later than 90 days after the award of the contract to the successful Agency. <p>The EMD may be forfeited in following cases –</p> <ol style="list-style-type: none"> If an Agency withdraws its bid or increases its quoted prices during the period of bid validity or its extended period, if any; or In the case of a successful Agency, if it fails within the specified time limit to accept Letter of Intent or sign the Agreement.
19.	<p>Performance Bank Guarantee</p> <ul style="list-style-type: none"> The Agency shall at its own expense, deposit with SEEPZ SEZ AUTHORITY, within Thirty (15) working days of the date of “Letter of Acceptance” (LOA) or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Scheduled / nationalized Bank, of value equivalent to 10% of the Contract Value, acceptable to SEEPZ SEZ AUTHORITY, for the due performance and fulfillment of the contract by the successful Agency. Performance Guarantee should be valid up to 3 Months beyond the contract period. Performance Guarantee may be forfeited by the SEEPZ SEZ AUTHORITY, if the Successful agency fails to perform within the period(s) specified in the Contract, or within any extension thereof granted by the SEEPZ SEZ AUTHORITY pursuant to conditions of contract clause or if the Successful Agency fails to perform any other obligation(s) under the Contract. Except as provided above, a delay by the successful Agency in the performance of its delivery obligations shall render the successful Agency liable to the imposition of liquidated damages pursuant to conditions of Contract. The Agency shall indemnify SEEPZ SEZ AUTHORITY in case any of the resources deployed by them damages the equipment, assets etc. owned by SEEPZ SEZ Authority. Further, without prejudice to its other remedies under the Contract, the contract can be terminated by SEEPZ SEZ AUTHORITY and the Performance Bank Guarantee can be forfeited.

20.	<p>The Proposals must be submitted online no later than:</p> <p>Date: 29th June, 2024</p> <p>Time: 17.00 Hours India Standard Time (i.e. 5.00 PM)</p>				
21.	<p>For participation in e-tendering, it is mandatory for prospective bidders to get registration on website https://eprocure.gov.in.</p> <ul style="list-style-type: none"> • Service and gateway charges shall be borne by the bidders. • Since the bidders are required to sign their bids online using class – II Digital Signature Certificate, they are advised to obtain the same at the earliest. • If a bidder is going for e-tendering for the first time, then it is obligatory on the part of the bidder to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance. • Bidders are requested to visit e-tendering websites regularly for any clarification/ Corrigendum and / or due date extension. • Bidder must positively complete online e-tendering procedure at https://eprocure.gov.in. • SEEPZ SEZ Authority shall not be responsible in any way for delay /difficulties /inaccessibility of the downloading facility from the website for any reason whatsoever. • For any type of clarification bidders can visit https://eprocure.gov.in and connect with Help Desk at contact nos. 0120-4001002 0120-4001 005 0120- 4493395 Email Support for technical issues: support-eproc@nic.in 				
22.	<p>Agencies are requested to upload the relevant documents in the space provided at CPP Portal.</p> <ol style="list-style-type: none"> 1. Payment confirmation for EMD and Bid processing fees. 2. Technical Proposal including response for Pre Qualification Criteria. 3. Financial Proposal. 				
23.	<p>Pre-Qualification criteria to be to be submitted along with the technical bid are at ANNEXURE-2 to the BDS.</p> <p>All Proposal opening shall take place online at SEEPZ SEZ AUTHORITY office.</p>				
24.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" data-bbox="193 1780 1492 1832">Contact Person</td> </tr> <tr> <td data-bbox="193 1832 842 2000"> <p>Dr Prasad Varwantkar Estate Officer & Dy Development Commissioner, SEEPZ SEZ Authority</p> </td> <td data-bbox="842 1832 1492 2000"> <p>Shri Hanish Rathi Assistant Development Commissioner (IT & eProcurement), SEEPZ SEZ Authority</p> </td> </tr> </table>	Contact Person		<p>Dr Prasad Varwantkar Estate Officer & Dy Development Commissioner, SEEPZ SEZ Authority</p>	<p>Shri Hanish Rathi Assistant Development Commissioner (IT & eProcurement), SEEPZ SEZ Authority</p>
Contact Person					
<p>Dr Prasad Varwantkar Estate Officer & Dy Development Commissioner, SEEPZ SEZ Authority</p>	<p>Shri Hanish Rathi Assistant Development Commissioner (IT & eProcurement), SEEPZ SEZ Authority</p>				

	<p>Address: 2nd Floor, Service Centre Building, SEEPZ SEZ Authority, MIDC Central Road, Andheri (E), Mumbai-400096</p> <p>E-Mail ID: ddcseepz-mah@nic.in</p> <p>Contact:</p>	<p>Address: 2nd Floor, Service Centre Building, SEEPZ SEZ Authority, MIDC Central Road, Andheri (E), Mumbai-400096</p> <p>E-Mail ID: hanishr.g171701@gov.in</p> <p>Contact: 7976067037</p>
25.	<p>Pre-Qualification (Mandatory) Criteria for compliance:</p> <p>All agencies should comply with the Pre-qualification criteria. Agencies are requested to upload the relevant forms and supporting documents against each criterion in their response to the technical bids. The Agency as well as the proposed solution must possess the requisite experience, strength and capabilities to meet the requirements as described in the Bidding document.</p>	
26.	<p>(a) Pre-qualification criteria mentioned in point no 23 would be the part of the Technical Proposal. The Agencies who do not meet the pre-qualification criteria are liable to get rejected.</p> <p>(b) Only that Technical Proposal, wherein proposed solution complies with all the mandatory elements of the Functional and Non-Functional specification, shall be considered as responsive. Any agency whose solution fails to meet the mandatory specification shall be termed as non- responsive. The agency needs to provide compliance to all the mandatory requirements as per format of Pre-Qualification, Technical and Financial criteria.</p> <p>(c) Agencies are expected to utilize the existing solution developed by SEEPZ SEZ AUTHORITY as part of their proposed solution to the extent possible.</p> <p>(d) The Evaluation Committee based on the technical evaluation framework mentioned in the table below shall evaluate each proposal and allot technical score as per the technical criteria.</p> <p>(e) SEEPZ SEZ AUTHORITY will invite each agency to make a presentation at a date, time and locations determined by it. The purpose of such presentations and demonstrations would be to allow the Agencies to present their proposed solutions, approach, implementation plan, etc. to the SEEPZ SEZ AUTHORITY along with the key points and strengths of their proposals. SEEPZ SEZ AUTHORITY would be able to establish the capacity and capability of the solution proposed, previous experience and the verification of claims made in response to the RPP by the agency. The Proposed team lead for the project will make the presentation before SEEPZ SEZ AUTHORITY</p> <p>(f) In the technical evaluation, it is mandatory for the agency to score at least 70% of the marks to be qualified to be considered for Financial Evaluation. Those Agencies who fail to attain this minimum score shall be technically disqualified and shall not be considered for further evaluation.</p>	
27.	<p>Evaluation Criteria at ANNEXURE-3 and Evaluation of CV at ANNEXURE-4 to the BDS.</p> <p>Note:</p> <p>1) Provided resources should be fungible i.e., can be moved from one function/ work to another, based on Procuring Entity (SEEPZ SEZ AUTHORITY) requirement.</p> <p>2) The agency shall ensure that necessary laptops/IT devices and access to various</p>	

data bases is available to the deployed resources for the execution of tasks assigned by SEEPZ SEZ AUTHORITY.

- 3) The invited consultants shall confirm the availability of all the core/ key resources included in the Proposal as a prerequisite to the negotiations. Failure to confirm the core/ key Personnel's availability may result in the rejection of the Consultant's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked bidder.
- 4) Notwithstanding the above, the substitution of core/ key resources at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the bidder, including but not limited to death or medical incapacity. In such a case, the bidder shall offer a suitable core/ key resource within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
- 5) No resource mentioned under core team would be allowed to be replaced before 1 Year, unless the person has resigned from the firm or met with circumstances outside the reasonable control of the firm including but not limited to death or medical incapacity. In such a case, suitable replacement has to be provided within 15 days of his/her last working day at SEEPZ SEZ AUTHORITY. In case of any negligence, the bidder would be levied a penalty of INR 2,50,000 per resource per month proportionate to the absence of the resource. Resignation from the deployed team member should be immediately reported to the Procuring Entity (copy of resignation letter should be submitted to the Procuring Entity within 10 days of resignation of the resource).
- 6) The successful Bidder should notify SEEPZ SEZ AUTHORITY immediately if any resource assigned for the project resigns or is reassigned to any other assignment. A replacement resource should be provided before the relieving of the resource. Failure to do so will attract a penalty of 10000/- per resource per day.
- 7) Before onboarding the replacement resource, the profile of the resource should be shared with SEEPZ SEZ AUTHORITY. With the prior Approval of Authorized representative or Chairman, SEEPZ SEZ AUTHORITY the replacement resource should be onboarded.
- 8) Subcontracting is not allowed for any of the resources/ position and core/ key resources should be on payroll of the Agency.
- 9) All resources should be available full time at Procuring Entity location and mark their attendance on the biometric system/ register provided by SEEPZ SEZ AUTHORITY.
- 10) Travel expenses (post approval from SEEPZ SEZ AUTHORITY) incidental to the project would be paid up by SEEPZ SEZ AUTHORITY.
- 11) Quarterly Progress Report (QPR) is to be submitted; Along with the detailed report,

the QPR should also include a summary of the tasks undertaken by individual team members including their attendance.

12) The resources would be deployed as per the following Matrix:

Sr No	Designation	Total Resources
1	Team Leader – Consultant Planning and Implementation	1
2	Senior Consultant	1
3	Consultant- Procurement	1
4	Consultant- Architecture & GIS	1
5	Legal Consultant	1
TOTAL		05

13) The Agency shall deploy all the above resources on-site at SEEPZ SEZ AUTHORITY office as to perform/discharge Roles and Responsibilities described in the RFP and shall commence the services from the Effective date of agreement. SEEPZ SEZ AUTHORITY, if required, reserves the right to increase/decrease the number of 'Personnel' based on price discovery in this tender at any stage of project.

14) Proficiency in English and Hindi means proficiency in Reading, writing, speaking and understanding in these languages. Since in SEEPZ SEZ Authority, all official works are carried out in Hindi and English, the deployed resources should be proficient in drafting, reading and understanding in both languages.

28.

Engagement of Subject matter expert and additional resources –

In addition to the resources mentioned in point no 27 of the Bid Data Sheet, SEEPZ SEZ AUTHORITY may ask the agency to provide subject matter experts by providing at least 1 month's advance notice. The minimum engagement term of the subject matter expert would be 3 months. The remuneration of the Subject matter expert would be at par with the man month rate quoted for Team leader. Notice of 1 month would be provided to the agency before concluding/terminating the engagement of the Subject matter expert. The Subject matter expert would not be considered as a core resource and maybe engaged on contractual basis.

Other than the Subject Matter Expert if any additional resources are hired from the defined category, they would be compensated at the rates discovered in financial bid.

29.

Notifications to the Agency will be sent as following:

- (a) Agencies whose Proposals were considered non-responsive or did not meet the minimum qualifying technical score (70%) will be informed via email.
- (b) Agencies who have passed the minimum technical score will be invited to the opening of the Financial Proposal via email.

30.

Agencies can participate in the Financial Proposal opening in person. The address, date and time of opening of Financial Proposal will be sent on email.

31.

For the purpose of the evaluation, the Procuring Entity will exclude Goods & Service Tax

	as per prevailing rates, levied on the contract's invoices.
32.	The single currency for all prices expressed is: Indian Rupee (INR)
33.	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 70, and P = 30</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x 70% + Sf x 30%.</p>
34.	Expected date for contract signing would be intimated to the successful bidder.
35.	<p>Procedure for notifying unsuccessful Agency and for publishing the contract award information is as following:</p> <p>(a) Following the award, completion of the contract negotiations and contract signing, other agencies will be notified through email.</p> <p>(b) Contract award information will be published on CPP portal and Seepz website.</p>
36.	Negotiation may be done on technical approach and methodology only. No financial negotiation shall be done at the time of negotiation. In case the resources are reduced at any stage of the project, billing would be done on pro rata basis on the number of resources deployed and number of days worked by them on the project ,based on the value quoted for resource in the Financial bid

ANNEXURE-1

Similar Services shall be-

- 1) EoI/RFP/Tender/Bid document preparation; Bidding process Management; various procurement models in Government/ PSU organization;
- 2) Strategic Advisory Services for Rejuvenation and Redevelopment of any organization.
- 3) Project monitoring and risk management, sales strategy on finalization of developed space, online marketing, management of lease and tenant management and full suite of facility management services
- 4) MoU Follow up, Government Process Reengineering,
- 5) Consulting assignment, Project Management Support with state or Central government or their undertakings
- 6) Infrastructure Resource Management.
- 7) Planning/ Infrastructure/ Project Monitoring and support.
- 8) GIS Based PMU assignments/ Civil/ Urban Planning and Implementation Support/ Infrastructure Planning & Support.
- 9) DPIIT initiatives like BRAP ranking, RCB, Cost of Doing Business, NSWS etc. for Business Reform.
- 10) Legal Consultancy services in any of the fields including litigation, arbitration, convincing cyber-law, infrastructure agreements, industrial disputes, land and lease related matters.

ANNEXURE-2

Sr. No.	Pre-Qualification Criteria (Eligibility Criteria)	Documents to be submitted
(a)	<p>For the purpose of this RFP document, a Business Entity shall mean a company registered in India under the Companies Act 1956 or 2013 or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for at least last 7 years as of March 31, 2023 Please</p> <p>Note: No consortium is allowed.</p>	<p>Certificate of Incorporation or Memorandum, Articles of Associations or Registration with Sales tax /Goods and service tax authorities</p>
(b)	<p>Important Financial Criteria</p> <ol style="list-style-type: none"> 1. The agency should have positive net worth of at least INR 20 crores for the last three Financial Years (FY 21-22, FY 22-23, and FY 23-24) 2. The agency should have Avg. Annual turnover of at least INR 100 crores for the last three Financial Years (FY 21-22, FY 22-23, and FY 23-24) from Indian operation in Business Consulting. 3. The agency should have positive PAT (Profit after Tax) during the last 3 financial years (FY 21-22, FY 22-23, and FY 23-24) 4. The agency should have minimum average turnover of at least 4 crores from Government/Public Sector undertakings consulting services in India in the last 3 financial years (FY 21-22, FY 22-23, and FY 23-24) 	<p>Chartered Accountant certificate for Net-worth, Turnover, PAT and Turnover from Government Consulting Business should be attached. Provisional Certificate from Chartered Accountant may be provided for financial year FY 23-24 in case Final audited figures are not available</p>
(c)	<p>The agency must have on its payroll at least 50 professionally qualified professionals working in any of the areas defined as “Similar Services” at Annexure-1 to the BDS.</p>	<p>Declaration from HR as per Annexure. Certificates from HR for Point (a) as per the Annexure 6.1.5 . The copy of relevant certifications to be attached.</p>
(d)	<p>Experience of working, with at least 1 State or Central government or their undertakings for a minimum period of 1 year in the last 7 years i.e. (FY 17-18 to FY 23-24), in the any of the areas defined as “Similar Services” at Annexure-1 to the BDS.</p>	<p>Letter of Award and Certificate of Completion or Letter of Award and Experience Certificate issued by the Procuring Entity</p>
(e).	<p>The agency shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies as on the date of submission of bid.</p>	<p>Declaration in this regard by the authorized signatory of the agency should be attached</p>

ANNEXURE-3		
Sr. No.	Description (Evaluation Criteria)	Maximum Score / Requirements
A.	Organization`s Experience	20
A.1	Experience of undertaking assignments in any of the areas defined as “Similar Services” at Annexure-1 to the BDS. Note: 02 Mark for each work order subject to a capping of 8 marks	8
A.2	Experience of handling projects with duration of minimum 1 years and value of minimum INR 2 crore (exclusive of taxes), in India, in last 10 years for activities in any of the areas defined as “Similar Services” at Annexure-1 to the BDS. 2 Marks per state, Subject to a capping 8 marks	8
A.3	Experience of working in advisory projects of Central Government/ PSUs with contract value of minimum INR 1 crore, in the last five years. 2 mark for each project subject to a capping of 4 marks.	4
B	The presentation should contain the following heads 1. Approach and Methodology 2. Proposed Team 3. Project Plan 4. Way forward for execution of the activities mentioned in TOR 5. Support Plan for GIS based PMU assignments/ Civil/ Urban Planning and Implementation / Infrastructure Planning. 6. Support plan for DPIIT initiatives like BRAP ranking, RCB, Cost of Doing Business, NSWS etc. 7. Quarterly reporting templates	10
C	EXPERIENCE OF ON-SITE TEAM	70

ANNEXURE-4

S. No.	Designation	Minimum Requirements	Marking (Experience)	Number of Resources (Core/ Key Team)	Marks per Resource	Total marks
1.	Team leader	1) MBA/equivalent management qualification, with minimum 10 years of experience in strategy/ consulting /advisory 2) Experience of working on Business Reform Action Plan (EoDB)/GPR. 3) Minimum 2-year Experience in Project Management of projects like Town and Country Planning; Civil/ Urban Planning/ Infrastructure Planning; Infrastructure Resource management. 4) Should be on company's pay roll 5) Proficiency in Hindi and English	1) 01 project related to Strategic Advisory for any organization of State/ Central/ PSU - 7 Marks 2) Atleast 01 project related to Project Management of projects like Town and Country Planning; Civil/ Urban Planning/ Infrastructure Planning; Infrastructure Resource management.- 7 Mark 3) Atleast 01 project related to Project monitoring and risk management, sales strategy on finalization of developed space, online marketing, management of lease and tenant management and full suite of facility management services- 6 Marks	1	20	20
2.	Senior Consultant	1) MBA/ equivalent management qualification, with minimum 5 years of experience in	1) At least 1 project related to Business reforms Action Plan/Reducing Regulatory	1	18	18

		<p>strategy/consulting/advisory</p> <p>2) Experience of working on Business Reform Action Plan (EoDB)/GPR.</p> <p>3) Minimum 2- year Experience in Investment lead generation and follow-up.</p> <p>4) Should be on company's pay roll</p> <p>5) Proficiency in Hindi and English</p>	<p>Compliance burden/ Cost of doing business/ development of policy or act – 6 Marks</p> <p>2) 01 project related to Strategic Advisory for any State/ Central/ PSU organization OR 01 project related to Project Management of projects like Town and Country Planning; Civil/ Urban Planning/ Infrastructure Planning; Infrastructure Resource management.- 6 Marks</p> <p>3) 01 project related to Consulting assignment, Project Management Support with state or Central government or their undertakings – 6 Marks</p>			
3.	Procurement Consultant	1) Graduate, with minimum 5 years of experience in EoI/ RFP/ Tender/ Bid document preparation; Bidding process Management; various procurement models in Government/ PSU organization	<p>Atleast 02 year experience in any State or Central Government/ PSU for EoI/ RFP/ Tender/ Bid document preparation; 06 Marks</p> <p>01 year experience in any State or Central Government/ PSU for Bidding process Management; various procurement models in Government/ PSU organization-06 Marks</p>	1	12	12
6	Architecture & GIS Consultant	1) Graduate in Civil/Urban Planning/Infrastructure Planning., with minimum 3	At least 2 year experience of working on GIS tools and applications - 6 Marks	1	10	10

		<p>years of Experience</p> <p>2) understanding of working on GIS platform and services</p> <p>3) Proficiency in Hindi and English</p>	<p>Additional 2 mark for each year experience subject to a capping of total 10 marks</p>			
7	Legal Consultant	<p>(a) Law Graduate preferably LLM from recognized University or equivalent.</p> <p>(b) Min. 10 years experience in tendering advice in any of the fields including litigation, arbitration, convincing cyber-law, infrastructure agreements, industrial disputes, land and lease related matters.</p>	<p>Min. 10 years experience in tendering advice in any of the fields of litigation, arbitration, convincing cyber-law -05 marks</p> <p>Minumum 10 year experience in infrastructure agreements, industrial disputes, land and lease related matters.-5 Marks</p>	1	10	10
TOTAL				06		70

6.1 Formats of Pre-Qualification, Technical and Financial Proposal

6.2 Formats for Pre-Qualification form to be attached along with the Technicalbid

6.2.1 Checklist for Pre-qualification proposal (to be attached along with the technical Bid)

S.No.	Items	Submitted (Yes/No)	Documenta ry Proof (Page No.)
1.	Agency's Particulars		
2.	Power of Attorney (PoA) authorizing the Signatory		
3.	Certificate of Incorporation or Memorandum ofArticles of Associations		
4.	Copy of registration with sales tax / service taxauthorities		
5.	Chartered Accountant certificate for Net-worth, Turnover , PAT and Turnover for last three years		
6.	Copy of the audited profit and loss account /balance sheet/ annual report of last three financial		
7.	Declaration from HR		
8.	Self-Declaration for not being blacklisted by anyGovernment Entity		
9.	Pre-qualification Compliance Sheet		
10.	Form for Statement of No Deviation from theRFP Requirements		

6.2.2 Format for the Proposal Cover Letter (On Agency Letterhead)

To,
The Chairman,
SEEPZ Special Economic Zone
2nd Floor, Service Centre Building,
SEEPZ SEZ Authority, MIDC Central Road,
Andheri East, Mumbai-400096

Date: DD/MM/YYYY

Sub: Letter for Submission of Proposal by <<firm name>>

Ref: <<RFP Title>> (Bidding Document No: ___ Dated: __/__/___)

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to product and services as required and outlined in the RFP. We attach here to our responses to the Technical Bid.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to SEEPZ SEZ AUTHORITY is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements there in do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date fixed for bid opening. We hereby declare that in case we are chosen as successful agency, we shall submit the PBG in the form prescribed in the RFP. We do hereby undertake, that until a contract is prepared and executed, this bid together with your written acceptance thereof, the Bidding Document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response with or without assigning any reason whatsoever.

Date:
Authorized Representative

Signature of

Name of Agency: Full Address: Telephone No.:

6.2.3 Format for particulars of the Agency:

Details of the Agency		
A.	Name of the Agency	
B.	Address of the Agency	
C.	Year of Incorporation	
D.	Registration Number & Registration Authority	
E.	Legal Status (Public/Private/ LLP)	
F.	Name & Designation of the Authorized person to whom all Authorized person to whom all references shall be made regarding this Bidding Document	
G.	Telephone No. (with STD Code)	
H.	E-Mail of the Contact person:	
I.	Fax No. (with STD Code)	
K.	Website	
L.	Financial Detail (Organization's turnover of last three financial years)	FY 23-24
		FY 22-23
		FY 21-22
M.	GST number	
N.	PAN	
O.	EMD	Date
		Amount
		Reference Number

Date:

re of Authorized Representative

Name of Agency: Full Address: Telephone No.:

Signatu

6.2.4 Format for Pre-Qualification Compliance Sheet

Pre-Qualification Criteria (to be submitted along with the technical bid)	Submitted (Yes/No)	Documentary Proof (Page No.)
(a) For the purpose of this RFP document, a Business Entity shall mean a company registered in India under the Companies Act 1956 or 2013 or a partnership firm registered under the Limited Liability Partnership Act of 2008, and operating for at least last 7 years as of March 31, 2023. Please Note: No consortium is allowed.		
<p>(b) Important Financial Criteria</p> <ol style="list-style-type: none"> 1. The agency should have positive net worth of more than INR 20 crores for the last three Financial Years (FY 23-24, FY 22-23 and FY 21-22). 2. The agency should have Avg. Annual turnover from Consulting Business in India of more than INR 100 crores for the last three Financial Years (FY 23-24, FY 22-23 and FY 21-22).. 3. The agency should have positive PAT (Profit after Tax) during the last 3 financial years (FY 23-24, FY 22-23 and FY 21-22). 4. The agency should have minimum average turnover of at least 4 crores from Government/Public Sector undertakings consulting services in India in the last 3 financial years (FY 23-24, FY 22-23 and FY 21-22). 		
(c) The agency must have on its payroll at least 50 professionally qualified professionals with state or Central government or their undertakings in any of the areas defined as “Similar Services” at Annexure-1 to the BDS.		
(d) Experience of working, with at least 1 State or Central government or their undertakings for a minimum period of 1 year in the last 7 years i.e. (FY 17-18 to FY 23-24), in the any of the areas defined as “Similar Services” at Annexure-1 to the BDS.		

(e) The agency shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies as on the date of submission of bid.		
--	--	--

Date:

Signature of Authorized Representative

Name of Agency: Full Address: Telephone No.:

6.2.5 Format for Declaration by Agency’s HR (On Agency Letterhead)

To,
The Chairman,
SEEPZ Special Economic Zone
2nd Floor, Service Centre Building,
SEEPZ SEZ Authority, MIDC Central Road,
Andheri East, Mumbai-400096

Date: DD/MM/YYYY

Sub: Details of the staff as part of Pre-Qualification Bid for the Bidding Document

Ref:<<RFP Title>> (Bidding Document No:_____dated:___/___/___)

Sir,

We hereby declare that there are more than 50 professionally qualified professionals working in the any of the areas defined as “Similar Services” at Annexure-1 to the BDS with State or Central government or their undertakings as full-time employee and are on our payrolls. Further, we hereby declare we have sufficient number of resources who are professionally qualified, and are experienced in the field of required services as mentioned in TOR.

Date

Signature of Authorized Representative

Name of Agency: Full Address:

Telephone No.:

6.2.6 Format for Self-declaration by Agency for not being Blacklisted (On Agency Letterhead)

To,
The Chairman,
SEEPZ Special Economic Zone
2nd Floor, Service Centre Building,
SEEPZ SEZ Authority, MIDC Central Road,
Andheri East, Mumbai-400096

Date: DD/MM/YYYY

Sub: Declaration of no valid ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies in India as on DD/MM/YYYY.

Ref: <<RFP Title >>(Bidding Document No: _____ Dated: ___/___/___)

Sir,

In response to the above mentioned RFP

I, _____, as ___ <Designation> ___ of M/s _____, hereby declare that our Company/Firm _____ has not been blacklisted/barred by any Central/State Government or statutory authority or Public Sector Undertaking (PSU) or regulator as on the date of this declaration.

Date:

Signature of Authorized

Representative Name of Agency:

Full Address Telephone No.:

6.2.7 Format for Statement of No Deviation from the Bidding Document (On Agency Letterhead)

To,
The Chairman,
SEEPZ Special Economic Zone
2nd Floor, Service Centre Building,
SEEPZ SEZ Authority, MIDC Central Road,
Andheri East, Mumbai-400096

Date: DD/MM/YYYY

Sub: Undertaking of no deviation from RFP terms and condition

Ref:<<RFP Title>>Bidding Document No:_____Dated: ___/___/___)

Sir,

This is to confirm that the proposal submitted by << Agency name>>, is in complete agreement with the RFP and the corrigendum(s) issued thereof and there is no deviation what so ever.

Date: _____ Signature of Authorized

Representative Name of Agency:

Full Address Telephone No.:

6.3 Formats for the Technical Proposal

6.3.1 Checklist for Technical Proposal

	Items	Submitted (Yes/No)	Documentary Proof (Page No.)
	Proposal Cover Letter		
	Technical Compliance Sheet		
	Relevant Project Experience – 1. 2. 3. 4.		
	Proposed Team Structure, Deployment Plan and CVs of key proposed resources		
	Approach and Methodology		
	Project Plan		

6.3.2 Format for compliance sheet for Technical proposal

S. NO.	Description (Evaluation criteria)	Submission status (Yes/No)	Page No.
I	Proposed response should be in compliance with all the Mandatory items		
A	Organization's Experience		
1.	Experience as per of clause 27 of Data Sheet.		
B	Proposed Team Deployment		
1	Agency's proposed resources for the project shall be considered for evaluation of the proposal:		
	Team Leader (Consultant-Planning and Implementation)		
	Senior Consultant		
	Consultant- Procurement		
	Consultant- Architecture & GIS		
	Consultant- Legal		
C	Proposed Solution		
1.	<p>Technical presentation</p> <p>Proposed Team Lead will make the presentation. The presentation should contain at least the following heads:</p> <p>Technical Presentation should contain atleast the following heads</p> <ol style="list-style-type: none"> 1. Approach and Methodology 2. Proposed Team 3. Project Plan 4. Way forward for execution of the activities mentioned in TOR (as per corrigendum) 5. Support Plan for PM Gati Shakti PMU and PMG 6. Support plan for DPIIT initiatives like BRAP ranking, RCB, Cost of Doing Business, NSWS etc. 7. Quarterly reporting templates 		

6.3.3 Format for Relevant Experience

Summary Table for Project Experience

Sl. No.	Name of Project	Year of Project	Page Number
1			
2			
3			
4			
5			

Detailed Project Experience *(please provide separate table for each project)*

Project Information	
Name of the project	
Procuring Entity for which the project was executed	
Name and contact details of the Procuring Entity	
Project Details	
Description of the project	
Scope of services	
Start date	
Completion date	
Duration of the project	
Other Relevant Information (if any)	

Supporting Documents enclosed (√):

Work Order received from Procuring Entity/ Copy of Contract signed between Implementation Partner and Procuring Entity

Scope of Work highlighted(Y/N)

Period of Contract

Highlighted(Y/N)Other (if any)

6.3.4 Format for List of Resources and Detailed Resume

Summary of Resources

Sl. No.	Proposed Position	Name of Resource	Qualification	Total Experience	Relevant Experience

1.	Proposed Profile																			
2.	Name of staff:																			
3.	Date of birth:																			
4.	Nationality:																			
5.	Qualification:	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Degree</th> <th>Institution</th> <th>Year</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S. No.	Degree	Institution	Year	1.				2.									
S. No.	Degree	Institution	Year																	
1.																				
2.																				
6.	Membership of professional associations:																			
7.	Certification:																			
8.	Languages	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Language</th> <th>Read</th> <th>Write</th> <th>Spea k</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S. No.	Language	Read	Write	Spea k													
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9.	Employment	<table border="1"> <thead> <tr> <th>From (Year)</th> <th>To (Year)</th> <th>Employer</th> <th>Position Held</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	From (Year)	To (Year)	Employer	Position Held														
From (Year)	To (Year)	Employer	Position Held																	
10.	Description of Services on Relevant Project																			

Detailed Resume of Resources (please provide separately for each resource)

6.4 Format- Financial Proposal

6.4.1 Format for Price Bid: item rate BOQ (to be entered on the CPP portal)

S.no	Item description	Number of Resources	Unit	Basic rate	Amount without taxes	Total amount in words
1	Team Leader (Consultant- Planning and Implementation)	1	Man month rate			
2	Senior Consultant	1	Man month rate			
3	Consultant- Procurement	1	Man month rate			
4	Consultant- Architecture & GIS	1	Man month rate			
5.	Consultant- Legal	1	Man month rate			

Note:

1. The above quoted "Man month rate" shall be inclusive of all the charges, as no additional charges/ payments towards Per diem allowances, Accommodation, travel etc. will be provided in addition to above.
2. No Overheads and service charges, retainer fee or any other charges shall be payable to the Agency and agency shall quote the "Man month rate" inclusive of all such charges.

6.4.2 Format for Performance Security

[Date]

To,

The Chairman,

SEEPZ Special Economic Zone

2nd Floor, Service Centre Building,

SEEPZ SEZ Authority, MIDC Central Road,

Andheri East, Mumbai-400096

Sub: Performance Bank Guarantee

Ref: <<RFP Title >>(Tender No: Dated: Dear Sir,

M/s. (name of Agency), a company registered under the Companies Act, 1956, having its registered office at (address of the Agency),(here in after referred to as “our constituent”, which expression, unless exclude do repugnant to the context or meaning here of, include sits successors and assignees), agreed to enter into a contract dated.....(Herein after, referred to as “Contract”) with you (SEEPZ Special Economic Zone Authority) for referred RFP.

We are aware of the fact that as per the terms of the contract, M/s. (name of Agency) is required to furnish an unconditional and irrevocable bank guarantee of amount 10% of purchase order in favour of SPECIAL ECONOMIC ZONE AUTHORITY for an amount<<.....>>and guarantee the due performance by our constituent as per the contract and do here by agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that..... has entered in to the said contract with you, we,(name and address of the bank),have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we here by agree to pay you forth with on demand such sum/s not exceeding the sum of amount <<.....>>), without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s)/breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to

establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. This PBG will remain valid for 27 months.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We here by expressly waive all our rights to pursue legal remedies against SEEPZ SEZ AUTHORITY and other Concerned Government Departments of Madhya Pradesh.

We the guarantor, hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise here under may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption there of or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained here in above, our liability under this Performance Guarantee is restricted to amount << >>), and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We here by confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient to the authority by express delegation of power/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee. Not with standing anything contained herein, our liability under this Performance Bank Guarantee shall not exceed amount INR << >>.

The PBG shall be remain valid during the entire warranty period (27 months); and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only if we receive a written claim or demand on or before (Date) i.e. 27 months from start of project. Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or with holding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in Mumbai (Maharashtra) for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

Datedthis Day 20..

Yours faithfully,

For and on behalf of theBank,

(Signature)

Designation (Address of the Bank)

Note:

This guarantee will attract stamp duty as security bond. A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

6. Terms of Reference (TOR)

Objectives and Scope of Work

The core objective of engaging a consulting firm for this assignment is to bring in the necessary domain knowledge, experience and institutional expertise to plan and implement the SEEPZ 2.0 vision to help realize its potential as a true gateway to the global markets. The redevelopment shall be centered on the following core aspects:

- A. Benchmarking against best international standards for SEZ operations in terms of infrastructure, facilities and optimum cost of operations.
- B. Carbon foot-print and optimization of energy usage by the SEZ with reference to certain global standards such as LEED Platinum Rating and by harnessing renewable energy sources such as solar energy.
- C. Iconic smart buildings with world class facilities for the units to operate on a plug- and-play basis.
- D. Near zero waste with integrated waste management, sewage treatment, grey water recycling and rainwater harvesting system.

Specific tasks under this assignment shall be as follows:

- a) Preparation of the SEEPZ 2.0 vision document and road map with tentative timelines.
- b) The vision document shall be structured with a feasibility draft document and this shall evolve towards a comprehensive master plan
- c) The consultant shall address the preparation of the detailed business plan with comprehensive commercial projections and financial analysis including the internal rate of return on the entire project development plan.
- d) Preparation of a comprehensive Master Plan of the SEEPZ SEZ Area including all details on the existing infrastructure assets and buildings including but not limited to the following:
 - i. Access and movement plans
 - ii. Open Space and Landscape Vision
 - iii. Urban Design Guidelines
 - iv. Street Sections/ Design
 - v. Signage Strategy/ Legibility
 - vi. Place making Strategy
 - vii. Parking Strategy
 - viii. Phasing Strategy
- e) Thirdly, the strategic advisory consultant shall also assist the SEEPZ, SEZ to prepare the Master plan and bid it out for development with SEZ authority resources and with investment from the Co-developer.
- f) The consultant post onboarding of Co- Developer shall have continued engagement as embedded transaction advisor for the implementation of the Master Development Plan with the Co-Developer and SEEPZ, SEZ authority with project monitoring and risk management, sales strategy on finalization of developed space, online marketing, management of lease and tenant management and full suite of facility management services
- g) Infrastructure gap assessment for all buildings, other civil works, facilities, MEP

maintenance, utilities including Sewerage Network, Sewage Treatment plant, Irrigation Network, Utility Corridors, Roads and footpaths, Streetlights, ICT and Security Surveillance.

- h) Cost effective alternatives and solutions to mitigate the aforesaid assessed gaps.
- i) Optimization of available Infra resources and Infrastructure resource management.
- j) Support and handholding for finalization of the DCR for SEEPZ including leveraging the global FSI and relaxation, as admissible, for vertical clearance from the ministry of civil aviation for the existing G+5/6
- k) Business Process Reengineering support for-
 - (i). Establishing a well-defined institutional structure with effective “One window/ One Stop” interface for business entities for business operations/ clearances/ investments. Marketing etc.
 - (ii). Maximizing potential investor reach including facilitating lead investment or attracting anchor investor as Co-developer or unit for ecosystem development and incentivizing high technology sectors for establishment of business operations/ units and positioning a ‘Unique Selling Proposition’ for SEEPZ, SEZ creating a facilitating business environment with multiple options for investors.
 - (iii). Reviewing and initiation of effective steps for high value services related to business related services in SEZs including provisioning for an ergonomic and optimal – quality of life avenues for management and workforce in terms of banking services, customs clearances, medical and first aid facilities including in house check-ups, eye clinics etc., courier and postage and similar business support services, business operations and institutional clearances, licenses, registration etc., optimizing process timelines, turnarounds for consignment clearances, forwarding and shipping.
 - (iv). Designing and suggesting implementation of continuous upgradation cycles for security services, fire safety and prevention, disaster preparedness, electricity safety, provision of real time safe and secure response force, optimized utilities including civic amenities and facilities such as restaurants and canteens.
 - (v). Provision of value-added services in SEEPZ, SEZ for processing/ non processing zone such as recreation centre, sports centre, MICE facilities etc, shopping and other utilities outlet, health facilities etc.
 - (vi). vision and action plan to incorporate additional value services based on best practices for manpower, talent services, integrated information system and app-based access to services in the SEZ.
 - (vii). Integrated Standard operating procedures for SEZ management to ensure optimally managed infrastructure, time bound cost optimized

maintenance and rectification cycles with real time delivery and performance monitoring system for all services in the SEZ such as utilities (cleaning), green utilities such as hazardous waste treatment plant, bio gas plant, Sewage treatment plant etc.

- (viii). Existing space optimization and freeing up underutilized or near probable available space for new units/ businesses including implementation of a global FSI for maximizing floor space for business units given the strategic/ commercial location of the SEEPZ-SEZ in the commercial capital of Mumbai.
 - (ix). Initiation of additional revenue streams in consonance with existing Government policy prescriptions and mandate such as advertising / publicity revenue based on the 3.3 kilometres perimeter wall in terms of commercial outdoor advertising space, outdoor hoardings and other business commercials that augment the SEZ authority income.
 - (x). Optimizing the interface for transport and ferrying systems for work force and visitors to the SEEPZ, SEZ with integration with multi modes such as Metro, bus service, taxi service and low cost travel options like Uber/ OLA on demand to ensure premium connectivity to SEEPZ, SEZ for mass and individual transportation and goods and bulk movement including provisioning amenities for waiting areas, public comfort in consultation with civic authorities and public authorities outside the ambit of SEEPZ, SEZ administration
- l) Preparation of a transition plan from the existing brown-field infrastructure base to the redevelopment SEEPZ, SEZ including utility management and estate management aspects such as waste management, garden and horticulture, detailed survey and formulation of plans and estimates thereof.
 - m) Coordination with external agencies and establishing linkages with academic and R & D Institutes for any support facility. The consultant is only expected to identify, coordinate with and assist in engaging these institutions formally through an MoU. Payments for availing services per the MoU, if any, shall be made by SEEPZ.
 - n) Designing MIS framework for effective monitoring of implementation process and tasks given to third party agencies to keep track of the activities monthly.
 - o) Assistance in implementation of approved interventions through effective coordination among stakeholders, companies and government departments, banks and financial institutions, materials and Consultants as necessitated.
 - p) Monitoring and evaluation of the multiple projects that shall be undertaken through periodic review meeting using tools like dashboards and progress reports.
 - q) Providing support in bid process management for procuring services required for approved interventions – assistance in drafting of tender documents, any support required in evaluation, and to select consultants and developers for the redevelopment of SEEPZ, SEZ. Broadly, the consultant's team shall support up to 6 large procurement activities (estimated value >Rs.50 Lakh) on CPPP and other minor procurement activities on GeM from time to time.

- r) The advisory consultancy shall prepare the Procurement framework in consultation with SEEPZ, SEZ for bid process management for a Co-Developer and assist in identification of the optimal and appropriate financial proposal in terms of upfront investment and deliverables, and on finalization of the co-developer, the advisory consultancy shall remain embedded as transaction advisor for the implementation of the master plan for redevelopment for the Co-developer and the SEEPZ, SEZ authority.
- s) Assistance in engaging an estate management consultancy that shall optimize the estate management aspects in the SEEPZ, SEZ management.
- t) Assistance in identifying the training need assessments for the internal staff and officials of the SEEPZ, SEZ and to assist in framing the human resource policy and optimization of the manpower at SEEPZ, SEZ for all activities for administration.
- u) Coordination with the various agencies like the Export Promotion Council, Gems and Jewellery export promotion council, SJGMA, SEEPZ Electronics manufacturers association etc for various stakeholder consultations etc.
- v) Assistance in onboarding resources for internal capacity and skill upgradation with suggestion on training and skill upgradation for staff/ officials on dedicated platforms such as NSDLs SEZ Online/ E -office/ ICEGATE and office procedures and compliances
- w) Assistance in creating in house resource cell for statistical analysis and data interpretation and visualization, report generation and compilation, presentations, documentation services, language translation services, including augmenting capacities of the Hindi Rajbhasha cell
- x) Optimizing the website as a bilingual resource portal, essentially as an all-encompassing interface for online transactions for units/ businesses/ internal administrative processes including security, estate management, waste management and other aspects.
- y) Optimizing and course correction or replacement of all service contracts by the SEZ authority for manpower and all other institutional services like utilities management etc.
- z) All works related to trade and commerce shall be done by the consultant in discussion with the SEEPZ SEZ Authority or its authorized representative.

Procurement Consultancy shall include:

1. Market Survey for Best Practices/ Expertise required/ Technical and Other aspects for the Procurement of Goods/ Consultancy Services/Non-consultancy Services and Works.
2. Preparation of DPR for the Consultancy Services/Non-consultancy Services and Works.
3. Preparation of EoI and RFP for procurement of Goods/ Consultancy Services/Non-consultancy Services and Works.
4. Contract monitoring support after award of contract.
5. Implementation Support after procurement.

Legal Consultancy shall include:

- consultations, advices and opinion (Oral & Written) on all sort of affairs having legal implications as and when required/demanded by the Office of the Development Commissioner including the issues pertaining to SEEPZ Administration as well as SEEPZ SEZ Authority from time to time.
- settling of letters/ reply having legal implications on the matters related to SEEPZ administration and SEEPZ authority
- vetting of pleadings, counter affidavits, replies etc to be filed by Office of the Development commissioner and the SEEPZ authority in the litigation cases before various judicial forum as and when required .
- rendering the legal advice in respect of further course of action the litigation cases pending and/or disposed off by the various judicial forums.
- briefing and attending the meeting with the counsels including Ld. ASG nominated in the litigation cases including the Arbitration proceedings pertaining to the office of the Development Commissioner and /or SEEPZ SEZ Authority
- vetting of all types of Agreements/ MOU's/ Tender Notices/Show Cause Notices/ Order In original pertaining to SEEPZ Administration and SEEPZ authority
- Vetting the drafts of sublease agreements and render the advice in case of any modification in the point of legal implications.
- Attend the meeting called for by the office of the Development Commissioner with MIDC on the issues having legal implication pertaining to the land of SEEPZ
- Any other work of legal nature assigned from time to time mutually agreed upon.
- Proficiency of Computers in MS word is optional.

7. Deliverables, Penalties and Payments

In consideration to the services performed by the agency, the agency would be required to submit Quarterly progress report (QPR) and would be eligible for the payments as per the payment Schedule.

The agency would be required to make a presentation to the committee constituted by Chairman, SEEPZ SEZ AUTHORITY. The approval committee would constitute of 4 members from SEEPZ SEZ AUTHORITY and 2 members from the engagement team of the agency would present the reports and QPR.

The payment for a particular quarter would be released on the approval of the committee. If the work is not found to the satisfaction of the committee, the committee will ensure that a time of 10 days is given for the rectification of the highlighted issues. Post 10 days if the highlighted issues are not resolved a 1% penalty of the payable amount would be deducted.

In addition to the above penalties on non-rectification of issues raised in the QPR, Penalty may also be imposed on the agency for the following

- a) Incomplete or unsatisfactory delivery of the deliverables
- b) Delay in the delivery of the deliverables
- c) Unapproved Absence of resources from the SEEPZ SEZ AUTHORITY

The penalty for deficiency in the delivery of service would be capped at 5% of the payment payable for that quarter.

Payment Schedule

S. no.	Payment Schedule	% Payable	Important note
1	At the end of Quarter 1	12%	<p>The Amount payable for a quarter would be calibrated based on the execution of components defined in TOR (Section 7) and its due approval from the committee constituted by SEEPZ SEZ AUTHORITY during the Quarterly Progress Review (QPR):</p> <ol style="list-style-type: none"> 1. Strategic Advisory for any subject/project as defined in TOR or requested by the SEEPZ Authority and Business reforms Action Plan/Reducing Regulatory Compliance burden/ Cost of doing business/ development of policy or act= 25%. 2. Project Management of projects like Town and Country Planning; Civil/ Urban Planning/ Infrastructure Planning; Infrastructure Resource management, Project monitoring and risk management, sales strategy on finalization of developed space, online marketing, management of lease and tenant management and full suite of
2	At the end of Quarter 2	12%	
3	At the end of Quarter 3	12%	
4	At the end of Quarter 4	12%	
5	At the end of Quarter 5	12%	
6	At the end of Quarter 6	12%	
7	At the end of Quarter 7	12%	
8	At the end of Quarter 8	16%	

		<p>facility management services. After award Contract Monitoring of Procurement related to Works = 35%</p> <p>3. Effective coordination with stake holders departments and Central Government bodies for ensuring the successful execution of activities defined in TOR and Support extended for the State Single window portal and its improvement= 20%</p> <p>4. EoI/ RFP/ Bid document preparation, Bidding process Management; Contract Monitoring for Consultancy/ Non-consulting and other services= 10%</p> <p>5. Consultancy on Legal Matters as defined in TOR.-10%</p>
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Note:

1. Any dispute regarding the payments would be referred to Chairman, SEEPZ SEZ AUTHORITY, who would take decision in this regard.
2. If the issues are not resolved at the level of Chairman, SEEPZ SEZ AUTHORITY the final decision would be taken by SEEPZ Authority and Decision of the Authority would be binding to both the parties.
3. The payment as per the above schedule shall be made based on the successful submission of quarterly progress report and invoice.
4. The reports and deliverables are required to be submitted in Hard Copy (2 set) and Soft copy.
5. Standard deduction shall be made as per the prevailing rules.

[This is a draft contract and may differ at the time of execution. Contract agreement shall be finalized in the terms of Bid document Terms & Conditions/ Scope of Work and other conditions after vetting from Legal Division of SEEPZ SEZ, Mumbai]

CONTRACT AGREEMENT

For

“Appointment of Agency for providing Strategic Advisory Services for Rejuvenation and Redevelopment & Implementation support for various initiatives taken by SEEPZ SEZ, Mumbai”

Between

SEEPZ SEZ, Mumbai

And

[Name of the Agency]

Date: / /2024

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 Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, 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: Deliverables, Penalties and Payments
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price

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; Appendix C. 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 Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant 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 Dnyaneshwar Patil, Development Commissioner, SEEPZ SEZ Authority

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

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture] [add signature blocks for each member if all are signing]

General Conditions of Contract (GCC)

1. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- 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 **Appendix A – 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 Appendix A 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</p>

	fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract
2. Commencement, Completion, Modification, and Termination of Contract	
2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date 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 3.8. 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 fulfill 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

	<p>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.</p>
<p>3.2 Conflict of Interests</p>	<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>
<p>3.3 Confidentiality</p>	<p>Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time 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>
<p>3.4 Insurance to be Taken Out by the Consultant</p>	<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>
<p>3.5 Consultant's Actions Requiring Client's Prior Approval</p>	<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	The Consultant shall submit to the Client the reports and documents specified in Appendix A , in the form, in the numbers and within the time periods set forth in the said Appendix.
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 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>
4. Consultant’s Experts	
4.1 Description of Key Experts	The titles, 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 Appendix B. The Key Experts listed by title as well as by name in Appendix B are hereby approved by the Client.
4.2 Removal and/or Replacement of Experts	<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</p>

	<p>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 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.</p>
<p>5. Obligations of the Client</p>	
<p>5.1 Assistance and Exemptions</p>	<p>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.</p>
<p>5.2 Services, Facilities and Property of the Client</p>	<p>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 Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.</p>
<p>5.3 Counterpart Personnel</p>	<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 Appendix A.</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</p>

	Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
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 Appendix A 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 Appendix A. The Contract Price is set forth in the SCC. The Contract price breakdown is provided in Appendix C.</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 Appendix A.</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 installments against deliverables specified in Appendix A. 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 installment 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 installment 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 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>6.4 Interest on Delayed Payments</p>	<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>
<p>7. Settlement of Disputes</p>	
<p>7.1 Amicable Settlement</p>	<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>
<p>7.2 Dispute Settlement</p>	<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>
<p>8. Good Faith</p>	
	<p>The Parties undertake to act in good faith with respect to</p>

	each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
9. Limitation of Liability	
	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.
10. Indemnity	
	The Consultant shall at all times indemnify and keep indemnified the Client against all claims/damages for any 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.

Special Conditions of Contract (SCC)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	The contract name is “ <i>Strategic Advisory for Rejuvenation and Redevelopment of SEEPZ, Mumbai</i> ”
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 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:</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 2024.
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: (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 and for weighting and carrying the investment powder waste.
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 8- Deliverables, Penalties and Payments.
6.3.5	Consultant’s account details for payments under the Contract are: Account Name: Bank Name: Branch Name: IFSC Code:
6.4	The interest rate shall be 6% 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.

Appendix A – Deliverables, Penalties and Payments

{Final version of the Deliverables, Penalties and Payments shall be included here}

Appendix B – Breakdown of Price

{Consultant shall insert the Breakdown of Contract Price here}

Appendix C – CVs of the Key Experts

{Consultant shall insert the Key Experts' CVs here}

***All conditions of RFP shall be considered to be integral part of the work order/
Contract/ Agreement.**

**Note this is a Draft Agreement for reference purposes of the participating agencies,
Final draft of the agreement would be shared with Successful bidder prior to the
signing of the agreement.**