



**SEEPZ SEZ AUTHORITY**

**Limited Tender Enquiry among PSUs**  
(As per GFR Rule 133(3) through e-procurement portal)

**Request for Proposals**  
for  
**Project Management Consultancy for carrying out construction of civil  
and interior works in SEEPZ-SEZ, Mumbai**

Proposal Ref. No.:  
SEEPZ-SEZ/IT/PMC/CIW/01/2024-25  
Date of Issue: 18-10-2024

**ISSUING AUTHORITY:**  
**Development Commissioner, SEEPZ- SEZ, Mumbai**  
Postal Address: SEEPZ SEZ, MIDC Central  
Road, Andheri East, Mumbai 400096.

E-Mail: [dcseepz-mah@nic.in](mailto:dcseepz-mah@nic.in)  
Helpline No.: 022-28290856  
Landline: 022-28294728/29  
(From 9:30 A.M. to 6:00  
P.M.)

### Key information

S. No	Item	Description
1	Proposal Ref. No.	SEEPZ-SEZ/IT/PMC/CIW/01/2024-25
2	Tender Title	Project Management Consultancy for carrying out construction of civil and interior works in SEEPZ-SEZ, Mumbai
3	Request for Proposal (RFP)	RFP can be downloaded <b>free of cost</b> from the following websites: <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> <a href="http://seepz.gov.in/tender.aspx">http://seepz.gov.in/tender.aspx</a>
4	Date of Tender Publishing	18-10-24
5	Date and time till which queries can be sent	22-10-24 till 2:00 pm.
7	Last date and time for submission of proposals (pre-qualification documents and financial proposals)	31-10-24 till 5:00 pm.
8	Date and time of opening of Qualification documents	TBD
9	Expected date of Award of Contract	TBD
10	Helpdesk number for E procurement	TBD
11	Officer to be contacted in case of any queries	Shri Hanish Rathi Assistant Development Commissioner Email: hanishr.g171701@gov.in Phone: 022 – 28294756// 7976067037  With copy to ddcseepz-mah@nic.in

## Table of Contents

Section 1 - Letter of Invitation .....	5
Section 2 – Instructions to Consultants (ITC).....	7
A. General.....	7
1. Introduction .....	7
2. Language of Proposals.....	7
3. Code of Integrity .....	7
4. Eligibility .....	8
5. Online Proposal Submission Process .....	8
B. Request for Proposals .....	8
6. Contents of Request for Proposals.....	8
7. Clarification of Request for Proposals.....	9
8. Pre-Proposal Meeting.....	9
C. Preparation of Proposals .....	9
9. Documents Comprising Proposal .....	9
Envelope 1.....	9
Envelope 2.....	9
10. Period of Validity of Proposals .....	10
11. Format and Signing of Proposals.....	10
D. Submission and Opening of Proposals .....	10
12. Submission of Proposals .....	10
13. Deadline for Submission of Proposals.....	10
14. Late Proposals .....	11
15. Opening of Proposals .....	11
E. Evaluation and Comparison of Proposals .....	11
16. Confidentiality.....	11
17. Immaterial Non-conformities.....	11
18. Determination of Responsiveness.....	11
19. Evaluation of Proposals.....	12
20. Right to Accept Any Proposal and to Reject Any or All Proposals.....	12
F. Award of Contract.....	13
21. Award Criteria .....	13

22. Notification of Award.....	14
23. Other Statutory Requirements .....	14
24. Signing of Contract .....	14
25. Order of Precedence .....	14
Section 3 – Data Sheet .....	15
Section 4 – Evaluation Criteria .....	17
G. Pre-qualification.....	17
H. Evaluation Process.....	18
26. Evaluation of Technical Qualifications.....	18
27. Opening and Evaluation of Financial Proposal .....	21
Section 5 – Terms of Reference .....	22
28. Background Information .....	22
29. Detailed Scope of Work.....	25
30. Key Deliverables & Payment Milestone.....	27
31. Support Provided by Client .....	29
Section 6 – Proposal Forms.....	31
1. Letter of Proposal .....	32
2. Checklist of documents comprising Proposal .....	34
3. Consultant’s Past Experience Details .....	35
4. CVs of Proposed Key Experts .....	36
5. Format for Bank Guarantee .....	39
6. Financial Proposal Format.....	42
Section 7 – Draft Contract Agreement.....	44
CONTRACT AGREEMENT.....	44
Appendix A – Terms of Reference .....	61
Appendix C – CVs of Proposed Key Experts.....	62
Appendix C: Financial Proposal .....	63

## Section 1 - Letter of Invitation

Proposal Reference No. SEEPZ-SEZ/IT/PMC/CIW/01/2024-25

Date: 18-10-24

**Tender Title: Project Management Consultancy for carrying out construction of civil and interior works in SEEPZ-SEZ, Mumbai**

1. The SEEPZ-SEZ authority invites sealed proposals from Public Sector Undertakings organizations set up by the Central Government to carry out civil and MEP works at their estate and residential campus.
2. Details pertaining to the scope of work may be seen under the **Section 5 – Terms of Reference**.
3. The process of **Quality – cum – Cost Based Selection System (QCBS)** shall be followed for selection of suitable Consultant who qualifies the minimum technical qualification cut-off. The Bidding process shall be conducted in an online mode on the e-procurement portal which is publicly accessible using the web address as per **Section 3 – Data Sheet**. Consultants can download the RFP free of cost from this portal.
4. Interested Consultants must register on the e-procurement portal and upload their qualification information and financial proposals separately within the stipulated time and date as mentioned in **Key Information**.
5. Detailed instructions regarding online submission of proposals may be seen under **Section 2 – Instructions to Consultants (ITC)**. In case of any issues or queries related to the e-procurement portal, kindly send an email request to Shri. Hanish Rathi or contact on 022 – 28294756/ 7976067037.
6. The Consultant is solely responsible for timely uploading of proposals on the e-procurement portal. SEEPZ-SEZ Authority shall not be liable for resolving any queries issues raised on the day of proposal submission.
7. Pre-qualification Information shall be opened online as mentioned in **Key Information**. Consultants can see the tender opening status by logging on to the e-procurement portal using their registered IDs.

8. Financial proposals of Consultants who are able to secure marks for technical qualification cut-off shall be opened at a date which shall be pre-disclosed in **Key Information** or on the procurement portal. A list of technically qualified Consultants would be uploaded in the procurement portal prior to financial proposal opening.
9. SEEPZ-SEZ Authority reserves the right to accept or reject any or all of the proposals at any time during the bidding process at its sole discretion.



Dr. Prasad Varwantkar  
Deputy Development Commissioner,  
SEEPZ SEZ Authority

## **Section 2 – Instructions to Consultants (ITC)**

### **A. General**

#### **1. Introduction**

- a) This Section provides the relevant information as well as instructions to assist prospective consultants in preparation and submission of proposals. It also includes the mode and procedure to be adopted by the SEEPZ-SEZ Authority (the Client) for receipt and opening as well as scrutiny and evaluation of proposals and subsequent placement of award of contract.
- b) The Client will select an eligible consulting firm/organization (the Consultant), in accordance with the method of selection specified in the **Section 3 – Data Sheet**.
- c) Before preparing the proposal and submitting the same to the Client, the Consultant should read and examine all the terms & conditions, instructions etc. contained in the RFP. Failure to provide required information or to comply with the instructions incorporated in this RFP may result in rejection of proposals submitted by Consultant.
- d) The successful Consultant will be expected to complete the services by the Intended Completion Date as provided in the **Section 3 – Data Sheet** and communicated in the Contract Agreement.
- e) In case of ambiguity between Data Sheet and Contact Agreement, the later (along with all its amendment or extension of validity thereof) will prevail.

#### **2. Language of Proposals**

Proposal submitted by the Consultant and all subsequent correspondences and documents relating to the proposal exchanged between the Consultant and the Client, shall be written in English language.

#### **3. Code of Integrity**

The Client and all officers or employees of the Client, whether involved in the procurement process or otherwise, or Consultants and their representatives or employees participating in a procurement process, or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity in accordance with the code of integrity prescribed under Rule 175 of GFR 2017.

#### 4. Eligibility

- a) This RFP is open to Public Sector Undertakings set up by the Central Government to carry out civil and MEP works SEEPZ-SEZ's estate and residential campus. SEEPZ employees, committee members, board members and their relatives (spouse or children) are not eligible to participate in the tender.
- b) The specific eligibility conditions shall be as prescribed under the **Section 3 – Data Sheet**.
- c) Consultants shall submit a declaration regarding its eligibility vis-à-vis all the criteria mentioned under the **Section 4 – Evaluation Criteria**.

#### 5. Online Proposal Submission Process

The e-tender is available on e-procurement portal as mentioned in the RFP. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. More details regarding the online proposal submission process may be found under **Submission and Opening of Proposals** attached to this RFP.

## B. Request for Proposals

#### 6. Contents of Request for Proposals

- a) The RFP includes the following Sections, which should be read in conjunction with any amendment issued in accordance with ITC.
  - Section 1 – Letter of Invitation
  - Section 2 - Instructions to Consultants (ITC)
  - Section 3 - Data Sheet
  - Section 4 - Evaluation Criteria
  - Section 5 - Terms of Reference
  - Section 6 - Proposal Forms along with Financial Proposal Format
  - Section 7 – Draft Contract Agreement
- b) Unless downloaded directly from the SEEPZ-SEZ website or the e- procurement portal as specified in the **Section 3 – Data Sheet**, Client shall not be responsible for the correctness of the RFP, responses to requests for clarification, the minutes of the pre-proposal meeting, if any, or amendment(s) to the RFP in accordance with ITC.
- c) Consultants are expected to examine all instructions, forms, terms, and specifications in the RFP and to furnish with its proposal, all information or documentation as is



required by the RFP.

## 7. Clarification of Request for Proposals

- a) A Consultant requiring any clarification of the RFP shall contact the Client in writing/ email at the Client's mail id specified in the **Section 3 – Data Sheet**.
- b) The Client will respond in writing through email/ e-procurement portal to any request for clarification, provided that such request is received prior to the deadline for submission of proposals within a period specified in the **Section 3 – Data Sheet**. The Client shall also promptly publish brief description of the enquiry but without identifying its source and its response at its website or on the e-procurement portal.
- c) Should the clarification result in changes to the essential elements of the RFP, the Client shall amend the RFP following the procedure given under **Section 2 – Instructions to Consultants (ITC)**.

## 8. Pre-Proposal Meeting

- a) In order to provide response to any doubt regarding RFP, or to clarify issues, a pre-Proposal meeting may be scheduled, as specified in the **Section 3 – Data Sheet**.
- b) During the pre-proposal queries, the clarification sought by representative of prospective Consultants shall be responded appropriately. In case required, amendment(s) shall be issued, which shall be binding on all prospective Consultants.

## C. Preparation of Proposals

### 9. Documents Comprising Proposal

#### Envelope 1

- a) Consultants should pay the tender fee and earnest money as specified in the **Section 3 – Data Sheet** and attach proof in the proposals. The earnest money to be returned back to unsuccessful bidder within time not more than 210 days from the date of submission of proposals.
- b) Consultants' pre-qualification and technical submission shall comprise the documents listed under **Checklist of documents comprising Proposal**.

#### Envelope 2

- c) The Consultant shall use the financial proposal template uploaded along with this RFP for preparation of their financial proposal. The consultant shall enter the remuneration and reimbursable rates along with applicable taxes in Indian Rupees only. Submission of financial quote in any other form including mentioning it in the proposals will call for

rejection of the response of the Consultant.

## **10.Period of Validity of Proposals**

- a) Proposals shall remain valid for a period of 180 days from the deadline of submission of Proposals unless otherwise specified in the **Section 3 – Data Sheet**.

In exceptional circumstances, prior to the expiration of the proposal validity period, the Client may request Consultants to extend the period of validity of their proposals. The request and the responses shall be made in writing. A Consultant may refuse the request without any penal repercussions. A Consultant granting the request shall not be required or permitted to modify its proposal.

## **11.Format and Signing of Proposals**

- a) Documents establishing Consultant's eligibility shall be compiled into a single PDF file. All pages in the document should be serially numbered and an index specifying contents of the proposal should be populated at the beginning of the document.
- b) Authorized signatory of the Consultant shall sign, either physically or digitally, on each page of the Proposal. This signature should be accompanied by Consultant's official seal.

## **D. Submission and Opening of Proposals**

### **12.Submission of Proposals**

- a) Consultants shall submit their pre-qualification documents as well as the technical and financial proposals **through e-procurement portal only**.
- b) Online submission of proposals shall be carried out in accordance with the instructions given under **Section 2 – Instructions to Consultants (ITC)**.

### **13.Deadline for Submission of Proposals**

- a) Proposals must be received by the Client online on the e-procurement portal and at the address specified in the **Section 3 – Data Sheet** no later than the date and time specified in the **Section 3 – Data Sheet**.
- b) The date of submission and opening of proposals shall not be extended except when:
- Sufficient number of proposals have not been received within the given time; or
  - The RFP are required to be substantially modified as a result of discussions in pre-proposal meeting or otherwise and the time for preparations of proposals by the prospective Consultants appears to be insufficient for which such extension is required.

- c) In cases where the time and date of submission of proposals is extended, an amendment to the RFP shall be issued in accordance with ITC 8.

#### **14.Late Proposals**

The e-procurement portal does not permit late submission of proposals.

#### **15.Opening of Proposals**

- a) The pre-qualification and technical qualification documents shall be opened online on the date and time stipulated in the **Section 3 – Data Sheet**.
- b) After due evaluation of the pre-qualification and Technical Qualification information, the Client shall inform the Consultants for meeting regarding the date of financial proposal opening.

### **E. Evaluation and Comparison of Proposals**

#### **16.Confidentiality**

- a) Information relating to the evaluation of proposals and recommendation of contract award, shall not be disclosed to Consultants or any other persons not officially concerned with the procurement process until the same is published officially on the e-procurement portal.
- b) Any effort by a Consultant to influence the Client in the evaluation or contract award decisions may result in the rejection of its proposal.

#### **17.Immaterial Non-conformities**

- a) The proposal evaluation committee may ask for compliances to the non-conformities and may waive non-conformities in the proposal that do not constitute a material deviation, reservation or omission and deem the proposal to be responsive;
- b) The committee may request the Consultant to submit necessary additional information or documents within a reasonable period of time. Failure of the Consultant to comply with the request within the given time shall result in the rejection of its proposal;

#### **18.Determination of Responsiveness**

- a) The committee constituted by the Client shall determine the responsiveness of a proposal to the RFP based on the contents of the proposal submitted by the Consultant;
- b) A Proposal shall be deemed to be substantially responsive if it meets the requirements of the RFP without any material deviation, reservation, or omission and is unconditional
- c) The committee shall examine the technical aspects of the proposal in particular to

confirm that all requirements of RFP has been met without any material deviation, reservation or omission;

- d) Proposals that are not responsive or contain any material deviation shall be rejected. Proposals declared as non-responsive shall be excluded from any further evaluation. Decision of the committee in this regard is final and binding.

### **19.Evaluation of Proposals**

- a) The evaluation of financial Proposal will be as per **Section 4 – Evaluation Criteria**.

### **20.Right to Accept Any Proposal and to Reject Any or All Proposals**

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

## F. Award of Contract

### 21. Award Criteria

The final selection of the Consultants for the award of work will be based on the scores secured by it in the Envelope 1 (technical qualifications) and the price quoted by it in the Envelope 2 (financial proposal) as detailed below:

- 80% weightage will be considered for Technical Score **(TS)** obtained in the Envelope 1 (technical qualifications)
- 20% weightage will be considered for price quoted by the bidder in the Envelope 2 (financial proposal), this will be termed as Financial Score **(FS)**

Financial score of the proposals will be determined using the following formula:

$$FS = 100 \times (FL/F) \text{ where,}$$

'FS' is the financial score of the particular bidder

'FL' is the lowest Financial Quote **(combining gross quoted amount for all projects)** among all bidders

'F' is the Financial Quote **(combining gross quoted amount for all projects)** of the particular bidder

- For the purpose of calculation of **Composite Score (S)** for each bidder, the weightage shall be 80 % for the Technical Score (TS) and 20% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

$$S = TS \times 0.80 + FS \times 0.20$$

Consultants will be ranked accordingly to their **Composite Scores** and will be listed in the order of merit as H1, H2 and H3 and so on. The top scorer H1 would be eligible for award of work.

- If the Consultant thus selected is not willing to accept the award, the Consultant ranked H2 would be selected and so-on. The earnest money deposit of H1 bidder would be forfeited in that case.
- If the composite score of the top scorer applicants (consultants) are tied, then the consultant with the lowest financial quote will be awarded the work.
- Gross quoted amount = "Gross % of Service Charge" quoted x Estimated Project Cost

## **22.Notification of Award**

- a) Prior to the expiration of the period of proposal validity, the Client shall notify the successful Consultant, in writing, that its proposal has been accepted. The notification letter (Letter of Acceptance) shall specify the accepted contract price. The expected date of award of contract is as stipulated under **Section 3 – Data Sheet**.
- b) Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

## **23.Other Statutory Requirements**

Successful Consultant shall be required to fulfill insurance and other statutory requirements including submission of signed undertakings assuring compliance with the various standards stipulated in the conditions of contract. Failure of the successful Consultant to submit the same shall constitute sufficient grounds for the annulment of the award and selection of next successful Consultant will be followed as prescribed in Clause 21 (**Award Criteria**).

## **24.Signing of Contract**

Promptly within fifteen days of receiving the Letter of Acceptance, the successful Consultant shall submit the Performance Security (amount as per **Section 3 – Data Sheet**) followed by signed Contract Agreement in a stamp paper of requisite value no later than fifteen days of receipt of the letter.

## **25.Order of Precedence**

Whenever there is a conflict, the order of precedence would be:

1. Data Sheet
2. ITC
3. Draft Contract Agreement.

### Section 3 – Data Sheet

ITC Para Reference	Particulars
ITC 1 b)	<p><b>Client:</b> SEEPZ-SEZ Authority, Andheri (E), Mumbai 400096</p> <p><b>Procurement process:</b> Open tender - two envelope</p> <p>Envelope 1 - Pre-qualification and technical qualification</p> <p>Envelope 2 - Financial proposal</p> <p><b>Method of Selection:</b> Quality – Cum – Cost Based Selection (QCBS)</p>
ITC 1 d)	Completion Date: As per Terms of Reference
ITC 4 b)	Eligibility Conditions: As per Evaluation Criteria.
ITC 6 b)	E-procurement Portal: As per Key Information
ITC 7 a)	<p><b>Client's address:</b></p> <p>Office of the Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai – 400096</p> <p>Client's email address: a) <a href="mailto:dcseepz-mah@nic.in">dcseepz-mah@nic.in</a> with copy to</p> <p>b) <a href="mailto:hanishr.g171701@gov.in">hanishr.g171701@gov.in</a>, <a href="mailto:ddcseepz-mah@nic.in">ddcseepz-mah@nic.in</a></p>
ITC 7 b)	The Consultants may submit their requests for clarification no later than 7 days prior to deadline for submission of proposals.
ITC 8 a)	The pre-proposal meeting shall be held electronically at SEEPZ-SEZ, Mumbai. The web-link to attend the pre-proposal meeting will be published in the e-procurement portal at least one day prior to the

ITC Para Reference	Particulars
	date of pre-proposal meeting.
ITC 9 a)	<p>Tender Fee: Nil</p> <p>Earnest Money Deposit: Rs. 5 lacs to be valid till signing of Contract Agreement to be deposited in form of DD to "SEEPZ SEZ AUTHORITY FUND" and the hard copy to be addressed to Client's address addressing Shri Hanish Rathi, Assistant Development Commissioner</p>
ITC 11 a)	Validity of proposals from deadline of submission: As per ITC
ITC 14 a)	Date and time of proposal submission: As per Key Information
ITC 16 a)	Date and time of opening of pre-qualification documents: As per Key Information
ITC 25	Performance Security: 5% of contract value of Consultant to be valid till release of final payment to the contractor after defect liability period



## Section 4 – Evaluation Criteria

### G. Pre-qualification

The Consultant’s pre-qualification shall be assessed based on the criteria stipulated below. Consultants are required to submit their eligibility details in as much clarity as possible. Only those consultants who are found to be eligible as per the stipulated criteria shall be considered for evaluation of pre-qualifications.

S. No.	Eligibility Criteria	Supporting Documents
1	Must be a Public Sector Undertaking (PSU) set up by the Central Government to carry out civil or electrical works	Copy of the incorporation/ registration certificate
2	Must possess a valid GSTN and PAN	Copies of GSTN, PAN
3	Must have an average annual turnover of at least Rs. 3 crores during the past 3 financial years (FY21-22, 22-23, 23-24) from Consultancy Services.	Audited financial statements for the past 3 financial years. Provisional statement shall be accepted in lieu of audited financial statement only for FY 23-24.
4	Must have a positive net worth as on 31-03-2024	Balance Sheet/ CA certificate clearly indicating the net worth.
5	Must not be presently debarred/ blacklisted by any procuring entity under the Central Government/ PSUs or by multilateral agencies such as World Bank, Asian Development Bank, etc.	Self-declaration of not having been debarred / blacklisted by any of the entities mentioned in this criterion at present.
6	Experience in at least 3 similar works	Completion certificates issued by the clients or CA certificate clearly mentioning the name

<b>S. No.</b>	<b>Eligibility Criteria</b>	<b>Supporting Documents</b>
	during last 7 years	of the assignment, scope of work, built up area of the campus, value of the contract, etc.

## H. Evaluation Process

### 26.Evaluation of Technical Qualifications

The proposal evaluation committee shall evaluate the technical qualifications on the basis of their responsiveness to the below criterion:

<b>S. No.</b>	<b>Criterion</b>	<b>Marks</b>	<b>Supporting Documents</b>
<b>1</b>	<b>Technical Manpower</b>	<b>50 Marks</b>	
<b>1.1</b>	Presence of in-house professionally qualified staff		
<b>A</b>	Civil Engineers (B.Tech./B.E.) for MEP purpose	<b>Max 30 Marks</b> 30 and above: 30 Marks Between 15 to 29: 20 Marks Between 5 to 14: 10 Marks Less than 5: 0 Marks	Self-declaration by Human resource department of the Consultant counter signed by authorized signatory
<b>B</b>	Mechanical (for MEP purposes) and/ or Electrical Engineers (B.Tech./B.E.)	<b>Max.10 marks</b> 25 and above: 10 marks Between 10 to 24: 7 marks Between 5 to 9: 03 marks Less than 5: 0 Marks	
<b>C</b>	Architects (B. Arch.) for design purpose	<b>Max 10 marks</b> 15 and above: 10 marks Between 5 to 14: 7 marks	

S. No.	Criterion	Marks	Supporting Documents
		Less than 5: 0 marks	
<b>2</b>	<b>Past Experience of the PSU</b>	<b>50 marks</b>	
<b>2.1</b>	Experience in similar works during last 7 years	<b>Max. 35 marks</b> 3 projects: 10 marks Additional 5 marks for each additional works	Completion certificates issued by the clients or CA certificate clearly mentioning the name of the assignment, scope of work, built up area of the campus, value of the contract, etc.
<b>2.2</b>	No. of years in the relevant operation	<b>Max. 5 marks</b> More than 25 years: 5 marks Between 15 to 24 years: 03 marks Less than 15 years: 0 marks	Copy of the incorporation/ registration certificate
<b>2.3</b>	Experience in at least 3 similar works in Special Economic Zone (SEZ), Export Promotion Zone (EPZ) & Free Trade Zone or Free Trade Zone (FTZ)	<b>Max. 10 marks</b> More than 3 Projects: 10 marks Between 1 to 3 Projects: 5 marks	Completion certificates issued by the clients or CA certificate clearly mentioning the name of the assignment, scope of work, built up area of the campus, value of the contract, etc.
<b>3</b>	<b>Total</b>	<b>100 Marks</b>	

**Similar works:** Must have completed as a Project Management Consultant for constructing at least G+6 story buildings for public sector/ central government clients and the scope of work must include review of statutory compliances. Each assignment shall be of at least 50,000 sft. and of Rs. 30 crores.

For additional works, 3 projects each of Rs. 15 crores or 2 projects each of Rs. 25 crores

can also be considered in lieu of 1 project of Rs. 30 crores. All other parameters of similar works remains unchanged.

The technical evaluation shall be carried out based on the documents submitted by the Consultant for technical qualifications.

The evaluated proposal will be given technical marks. The technical marks required to qualify for financial proposal opening is 60% (cut-off for technical qualifications).

## **27. Opening and Evaluation of Financial Proposal**

The quote for SERVICE CHARGES for **Section 5 – Terms of Reference** to be mentioned in the financial proposal (in MS Excel form, replicated in Financial Proposal Format) should be stated in Indian Rupees only and deemed as final and shall be:

- **Inclusive of taxes** for Project 1 (as mentioned in TOR)
- **Exclusive of taxes** for Project 2 and 3 (as mentioned in TOR)

## Section 5 – Terms of Reference

### 28. Background Information

Santacruz Electronic Export Processing Zone (SEEPZ-SEZ) was set up on 1973 as a uni-product export processing zone exclusively for manufacture and export of electronic items. Thereafter vide Notification dated 07-01-2002, the plot area of 11 acres known as SEEPZ ++ has been merged with the SEEPZ-SEZ. The basic objective was to accelerate the progress of electronics and gems & jewelry for earning foreign exchange on export on various kinds of hardware/software and gems & jewelry units most importantly, to provide employment.

Currently, SEEPZ SEZ is spread over 110 acres of land including that of SEEPZ++ in the heart of India's commercial capital of Mumbai, is located just 6 kms away from Mumbai's International Airport and 30 kms away from the Jawaharlal Nehru seaport. SEEPZ-SEZ is well connected by rail, road and air with the rest of India and it provides comprehensive services and infrastructure support viz. parking space, hotels, restaurant, banking and postal services.

- 1) Additionally, a ~ 4.5 acres of separate land parcel also belongs to the Client which accommodate its employees working in administrative services, in a campus opposite to the estate.

The residential quarters there are currently in dilapidated condition. Additionally, the demand for the residential quarters have increased significantly over the years due to increase in employee strength in SEEPZ-SEZ. Therefore, there is a need to develop new residential quarters to accommodate the existing residents with good facilities and increase the capacity for the additional demand requirements.

- 2) The parking lot adjacent to the Gems and Jewelry Building – 2 and 3 within the estate is reserved for 2-wheeler parking. The existing parking lot is having no shed and the rapid industrial growth and increasing workforce in SEEPZ-SEZ have led to a significant shortage of parking spaces. Moreover, there is a persistent water stagnation issue due to STP sludge drainage passing by the parking lot. So, a permanent parking shed with medium to light weight tubular structure is to be made covering the drainage near Gems and Jewelry Building - 2 and 3.
- 3) Similarly, the custom facility center at ground floor of Standard Design Factory (SDF) – 8 building needs various interior works to make this operational.

In this backdrop, the Client seeks to engage a Project Management Consultant (PMC) which is Public Sector Undertakings organizations set up by the Central Government to carry out civil and MEP works as per provisions of laid down in Rule 133(3) of GFR 2017 for construction of above three projects (the Projects).

The macro details of Projects are as under:

Project No.	Name of the Work	Location of Land	Proposed Total Plinth area (sqm)	Estimated Project Cost (Rs. lacs)*	Estimated Timeline for projects **	Defect Liability Period for contractor
1	Construction of new staff quarters, STPs, surrounding drainage networks for sewerage and surface runoff, allied landscaping for 18,000 sqm of campus area	SEEPZ-SEZ residential quarters premises	10,695	4671.31	Pre-tender – 2 months Tender to Construction Completion – 16 months	12 months
2	Construction of 2-wheeler parking shed with medium to light weight tubular structures and covering of STP drainage	SEEPZ-SEZ estate premises	1,486	200.00	6 Months	6 months
3	Interior works for Custom Facility Center at ground floor of SDF – 8 building	SEEPZ SEZ premises	941.5	150.00	6 Months	6 months

*\*The estimated project costs and works may vary 20 – 25% upwards or downwards.*

*\*\*The timelines of the projects are tentative and from the date of signing of the contract agreement of the Consultant*

Figure 1: Site for Project 1

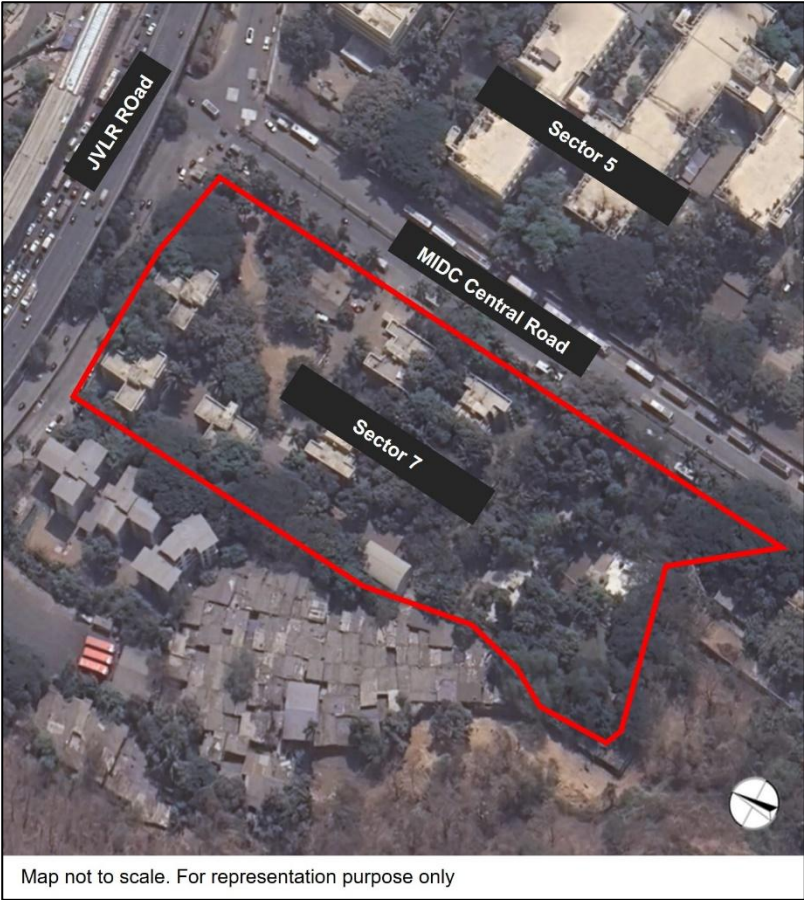


Figure 2: Site for Project 2

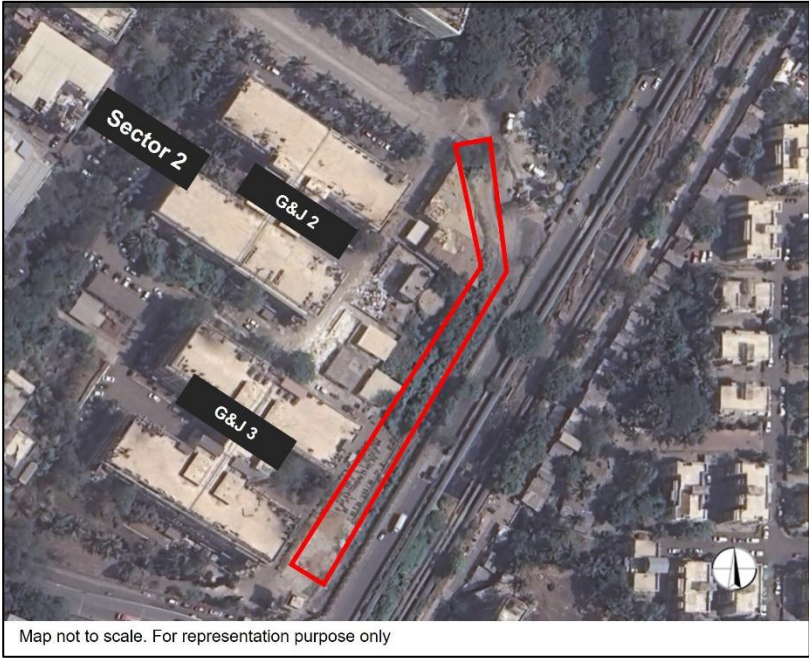




Figure 3: Site for Project 3



## 29. Detailed Scope of Work

The Consultant is responsible for delivering the duly completed project to the Client divided in three phases, i.e. Pre - construction stage, Construction stage and Post construction phase as given below:

### A.1 Pre-Construction Stage:

- Conducting Reconnaissance Survey
- Identification and demarcation of Land for Project 1
- Preparation of Concept Plan/ Notes for the projects
- Environment Impact Assessment (EIA), if required
- Preparation of Block cost estimate referring to latest CPWD guidelines/standards
- Preparation of block cost estimates and cash budgeting
- Preparation of phasing plan – if any, based on cash budgeting
- Development of Master Construction Schedule in Primavera and/ or MS Excel, showing resource and cost planning, identification and tracking mechanism of critical path
- Determination of procurement mechanism – Engineering Procurement and Construction, Item Rate etc.
- To engage Architects cum Design Consultants for
  - preparation of Design Basis Report
  - preparation of conceptual drawings for tender

- general technical specifications for tender
- review of goods for construction drawings
- review of bar bending schedule keeping provision open for value addition viz., roof top solar, rain-water harvesting and effective water/ waste water management, interior works, parking space as required by Client, under PMC's cost.
- Provide advice, assistance and recommendation on the pre-qualification criteria, payment terms, obligation of Client and Contractor
- Request for Qualification (RFQ) cum Request for Proposal (RFP) and Draft Contract Agreement preparation in close co-ordination with Client/ Architects/ prospective bidders
- Preparation & finalization Vendor/ Bidder Directory
- Floating of RFQ cum RFP to prospective bidders
- Conduct pre-bid meeting, preparing responses and facilitate site visit to the prospective contractors
- Preparation of bid evaluation sheet and recommendation
- Provide advice on any packages that are required to be re-tendered
- Preparation of Issue of LOI/LOA/WO/Contract Agreement for selected contractor
- Contract negotiations and support till signing of Contract Agreement
- Obtaining in-principle pre-construction approvals, if any from authorities e.g.,
  - Maharashtra Pollution Control Board
  - Airport Authority of India
  - Hydraulic Engineering Department of Municipal Corporation of Greater Mumbai (MCGM) etc.
- Assisting Client/ contractor in obtaining NOC from Special Planning Authority – MCGM/MIDC etc. and any other NOCs as may deemed fit
- Any other works that deemed fit for the successful and timely completion of the project

## **A.2 Construction Stage**

- Day to day supervision of the construction activities
- Close co-ordination with Client, Architects and Contractor for submission and approval of Good for Construction drawings, Health, Safety, Environment and Quality Assurance Plan
- Preparation of Management Information System and Quarterly Progress Report containing
  - Submission & approval status of drawings
  - Submission & approval status of other statutory approvals
  - Planned vs. achieved quantities spread into major categories of Civil + Structures, MEP + HVAC, Water + Sanitation, Electrical, Firefighting, Landscaping, Roof Top Solar, Rain-water Harvesting and its sub-categories
  - Updated of Master Schedule showing Resource & Cost
  - Status of procurement for major bought out items
  - Catch-up plan
  - Delay Analysis
  - Health, Environment & Safety Matrix
  - Quality Control Records

- Site Photographs
- Raise red flag in case of deviation from Time, Cost and Quality
- Status of Royalty Certificates
- Track/ monitor the Master Construction Schedule and highlight the Critical Procurements to keep the overall project on schedule
- Hold accountable for good for construction drawings, bar bending schedule, site HSE and quality
- Maintaining HSE and Quality Checklist
- Tracking and monitoring detailed budget & cash flows
- Assisting Client in preparing review meetings agenda, presentation and notes
- Certification of Measurement Book and Invoices (for running account and final bills), Change Request Form, Validity of Labor Compliance and Insurance, Compliance to Contracts by the contractor
- Witness and record commissioning and compliance to snag list
- Raise Cost, Quality and Timeline related concern to Client wherever necessary
- Any other works that deemed fit for the successful and timely completion of the project

### A.3 Post-Construction Stage

- Obtain, keep record and hand-over Client the As-built Drawings and Safe Operating Procedures and other documents from Contractor
- Preparation of Project Completion Report
- Assistance in settlement of claims, penalties, full and final payable to the Contractor
- Assist in Issuing of Primary Acceptance Certificate (after completion of projects) and Final Acceptance Certificate (after defect liability period) to the Contractor
- Achieve value engineering and lesson learnt documents
- Any other works that deemed fit for the successful and timely completion of the project

### 30.Key Deliverables & Payment Milestone

SN	Key Deliverables	Payment Milestone (% of contract value of Consultant)		
		Project 1	Project 2	Project 3
1	Advance against Bank Guarantee recoverable in each invoice in pro-rata	5%	5%	5%
<b>2</b>	<b>Pre-tendering stage</b>	<b>10%</b>	<b>10%</b>	<b>10%</b>
2.1	On approval of Concept Plan	2%	-	
2.2	On approval of Concept Notes	-	2%	2%
2.3	On submission of Tender Drawings	5%	5%	5%
2.4	On submission of RFQ cum RFP and Tender Drawings	3%	3%	3%

SN	Key Deliverables	Payment Milestone (% of contract value of Consultant)		
<b>3</b>	<b>On appointment of Contractor</b>	<b>5%</b>	<b>5%</b>	<b>5%</b>
3.1	On floating of tenders for appointment of Contractor	3%	3%	3%
3.2	On appointment of Contractor	2%	2%	2%
<b>4</b>	<b>On project stage construction stage wise plinth, slab, etc.</b>	<b>70%</b>	<b>70%</b>	<b>70%</b>
4.1	Upon bill certification equivalent to 10% of project cost	7%	7%	7%
4.2	Upon bill certification equivalent to 20% of project cost	7%	7%	7%
4.3	Upon bill certification equivalent to 30% of project cost	7%	7%	7%
4.4	Upon bill certification equivalent to 40% of project cost	7%	7%	7%
4.5	Upon bill certification equivalent to 50% of project cost	7%	7%	7%
4.6	Upon bill certification equivalent to 60% of project cost	7%	7%	7%
4.7	Upon bill certification equivalent to 70% of project cost	7%	7%	7%
4.8	Upon bill certification equivalent to 80% of project cost	7%	7%	7%
4.9	Upon bill certification equivalent to 90% of project cost	7%	7%	7%
4.10	Upon bill certification equivalent to 100% of project cost	7%	7%	7%
<b>5</b>	<b>On completion of the works</b>	<b>15%</b>	<b>15%</b>	<b>15%</b>
5.1	On issuance of Primary Acceptance Certificate to Contractor	10%	10%	10%
5.2	On issuance of Final Acceptance Certificate to Contractor	5%	5%	5%

## Requirement of Key Experts

SN	Key Expert	Essential Qualifications	Expected Input
1	Team Leader	B.Tech./ B.E. in Civil Engineering with a Post graduate degree in Urban Planning/ Urban Infrastructure/ Engineering.  At least 15 years of experience in leading similar works.	18 months (100% field based)
2	MEP Expert	B.Tech./ B.E. in Mechanical/ Electrical Engineering  At least 10 years of experience in similar works.	18 months (at least 75% field based)
3	Public Health Engineering Expert	B.Tech./ B.E. in Civil Engineering with a Post graduate degree in Public Health Engineering/ Environment/ Solid Waste Management.  At least 15 years of experience in similar works.	18 months (at least 50% field based)
4	Architect	Bachelor's in architecture with at least 8 years of experience in similar works	18 Months (at least 50% field based)

Please note that the list of key experts is the minimum requirement from the Client. The Consultant may depute additional resources based on own judgement of the scope of work. All key experts must be available at the client's location for at least 50% of the project timeframe.

### 31.Support Provided by Client

- The Client shall provide office space to the Consultant's team. Laptops and peripherals are to be provided to its team by the Consultant.
- The Client shall provide access to relevant documentation, reports, budget documents, etc. to enable Consultant's team to prepare relevant documents.
- The Client shall grant necessary access permissions to the Consultant's team to visit their office and other parts of the premises for carrying out field visits and/ or day to day

works.

- The Client shall make available its conference hall facility which is equipped with Cisco WebEx hardware to carry out offline and online Consultations with external stakeholders

## Section 6 – Proposal Forms

<b>SN</b>	<b>Name of the Form</b>	<b>Page No.</b>
1	Letter of Proposal	
2	Checklist of documents comprising Proposal	
3	Consultant's Past Experience Details	
4	CVs of Proposed Key Experts	
5	Format for Bank Guarantee	
6	Financial Proposal Format	

## 1. Letter of Proposal

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

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

Date:

Proposal Ref. No.:

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

1. We have examined and have no reservations to the Request for Proposals, including Addenda issued in accordance with Instructions to Consultants.
2. We meet the pre-qualification requirements in accordance with ITC 4 and have no Conflict of Interest in accordance with Rule 175 of GFR 2017.
3. We offer to provide, in conformity with the Request for Proposals, Project Management Consultancy for carrying out construction of civil and interior works in SEEPZ-SEZ, Mumbai Our final price offer is as submitted in our financial Proposal.
4. Our Proposal shall remain valid for 180 days from the date of submission of the proposal and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. We are not participating, as a consultant or as a sub-consultant, in more than one proposal in this procurement process.
6. We, along with any of our sub-consultants, key experts or joint venture partners for any part of the contract, are not debarred by any client under the Central Government/ PSUs or by multilateral agencies such as World Bank, Asian Development Bank, etc.
7. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in Rule 175 of GFR 2017.
8. We hereby certify that we neither are associated nor have been associated directly or



indirectly with the consultant or any other individual or entity that has prepared the design, specifications and other documents for the subject matter of procurement .

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

Name of the Consultant:

Name of Consultant's Authorized Signatory:

Designation of the person signing the Proposal:

## 2. Checklist of documents comprising Proposal

SN	Document	Included (Y/N)	Page No.
1	Letter of Proposal		
2	Proof of submission of Tender Fee and/ or Earnest Money deposit		
3	Statutory Documents (Copies of Incorporation Certificates, GSTN, PAN, Audited Financial Statements, Balance Sheets, Declaration of non-debarment etc.)		
4	Letter of Authorization for signing the proposal		
5	Summary of Technical Manpower certified by Human Resources Department of Consultant		
6	Consultant's Past Experience Details		
7	CVs of Proposed Key Experts		
8	Financial Proposal (to be uploaded in a separate envelope)		

### 3. Consultant's Past Experience Details

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

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

## 4. CVs of Proposed Key Experts

1. **Proposed Position** [only one candidate shall be nominated for each position]: \_\_\_\_\_
2. **Name of Firm** [Insert name of firm proposing the staff]: \_\_\_\_\_  
\_\_\_\_\_
3. **Name of Staff** [Insert full name]: \_\_\_\_\_
4. **Date of Birth** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
5. **Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: \_\_\_\_\_  
\_\_\_\_\_
6. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_
7. **Other Training** [Indicate significant training since degrees under 5 - Education were obtained]: \_\_\_\_\_  
\_\_\_\_\_
8. **Countries of Work Experience:** [List countries where staff has worked in the last ten years]: \_\_\_\_\_  
\_\_\_\_\_
9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: \_\_\_\_\_  
\_\_\_\_\_
10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:
11. **Detailed Tasks Assigned**
12. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

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

Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

### **13. Certification:**

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

Name of the Consultant:

Name of Consultant's Authorized Signatory:

Designation of the person signing the Proposal:



## 5. Format for Bank Guarantee

**Name of Work:** Project Management Consultancy for carrying out construction of civil and interior works in SEEPZ-SEZ, Mumbai.

**Proposal Ref No.:**

In consideration of the SEEPZ – SEZ Authority having agreed under the terms and conditions of the Agreement no. .... dated ..... made between SEEPZ – SEZ Authority and Second Party (here in called the said Contractor ..... for the work ..... hereinafter called the said agreement) to production of irrevocable bank guarantee for Rs. .... (Rs. .... only) as a Security/Guarantee from the Construction Agency for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We .....(hereinafter referred as to “The Bank” hereby) (indicate the name of the bank) Undertake to pay to the SEEPZ – SEZ Authority an amount not exceeding Rs. ....(Rs. .... only IN WORDS) on demand by the SEEPZ – SEZ Authority.

2. We ..... do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the SEEPZ – SEZ Authority stating that the amount claimed is required to meet the recoveries due or likely to be due from the Second Party. Any such demand made on the Bank shall be conclusive as regards the amount due and the payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....(Rs. .... only IN WORDS)

3. We, the said bank further undertakes to pay to the SEEPZ – SEZ Authority any money that is demanded notwithstanding any dispute or disputes raised by the Second Party in any suit or proceeding pending before any court or Tribunal relating thereto, a liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of a liability for payment there under and the Second Party shall have no claim against us making such payment.

4. We ..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would take for the performance of the said agreement and that it shall continue to enforceable till all the dues of the SEEPZ – SEZ Authority under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or Engineer-in-charge on behalf of the SEEPZ – SEZ Authority certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Second Party and accordingly discharges this guarantee.

5. We .....(indicate the name of Bank) further agree with the SEEPZ –

SEZ Authority that, the SEEPZ – SEZ Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the SEEPZ – SEZ Authority against the said Second Party and to bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor or for any forbearance, act of omission on the part of the SEEPZ – SEZ Authority or any indulgence by the SEEPZ – SEZ Authority to the said contracts or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank of the contractor,

7. We .....lastly undertake not to revoke this guarantee except with the previous consent of the SEEPZ – SEZ Authority in writing.

8. This guarantee shall be valid up to ..... Unless extended on demand by SEEPZ – SEZ Authority. Notwithstanding anytime mentioned above, our liability against this guarantee is restricted to Rs. .....(Rs. .... only) and unless a claim in writing is lodged with us within six months of the date of expiry of the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated ..... Day of .....

For .....(indicate the name of Bank)





## 6. Financial Proposal Format

**Name of Work:** Project Management Consultancy for carrying out construction of civil and interior works in SEEPZ-SEZ, Mumbai.

Name of Project Management Consultant:

S. No.	Description	Gross Percentage of Service Charges	Net Percentage of Service Charges incl. GST
1	Project Management Consultancy for carrying out construction of civil and interior works in SEEPZ-SEZ, Mumbai for <b>Project 1</b>  As per Terms of Reference and Terms and Condition of the RFP & Draft Contract Agreement	_____ %	_____ %
	<b>(In words)</b>	_____ percent	_____ percentage

S. No.	Description	Gross Percentage of Service Charges	Net Percentage of Service Charges incl. GST
1	Project Management Consultancy for carrying out construction of civil and interior works in SEEPZ-SEZ, Mumbai for <b>Project 2</b>  As per Terms of Reference and Terms and Condition of the RFP & Draft Contract Agreement	_____ %	NA
	<b>(In words)</b>	_____ percent	NA

<b>S. No.</b>	<b>Description</b>	<b>Gross Percentage Charges</b>	<b>Net Percentage of Service Charges incl. GST</b>
1	Project Management Consultancy for carrying out construction of civil and interior works in SEEPZ-SEZ, Mumbai for <b>Project 3</b>  As per Terms of Reference and Terms and Condition of the RFP & Draft Contract Agreement	_____ %	NA
	<b>(In words)</b>	_____ percent	NA

Name of the Consultant:

Name of Consultant's Authorized Signatory:

Designation of the person signing the Proposal:

*\*Letter of Authorization from the Competent Authority i.e CMD / MD / Chairman for signing the Bid Document is to be enclosed. Stamp impression must show the Name, Designation, Office etc.*

## **Section 7 – Draft Contract Agreement**

[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**

**Project Management Consultancy for carrying out  
construction of civil and interior works in SEEPZ-SEZ,  
Mumbai**

**Between**

**SEEPZ-SEZ, Mumbai**

**And**

**[Name of the Consultant]**

**Date: dd-mm-yyyy**

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, Mumbai (hereinafter called the "Client") and, on the other hand, [name of Consultant] (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: Terms of Reference
    - Appendix B: CVs of Proposed Key Experts
    - Appendix C: Financial Proposal

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 Appendices A, B and 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

\_\_\_\_\_  
Development Commissioner, SEEPZ-SEZ Authority

For and on behalf of [Name of Consultant]

\_\_\_\_\_  
[Authorized Representative of the Consultant – name and signature]

## General Conditions of Contract (GCC)

<b>1. General Provisions</b>	
<b>1.1 Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"><li>a) "Completion Date" means the date of completion of the Services by the Consultant as certified by the Client;</li><li>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, <b>as named in SCC</b>;</li><li>c) "Contract Price" means the financial proposal of the successful Consultant duly accepted by the client;</li><li>d) "Client" means the agency, <b>as named in SCC</b>, that signs the Contract for the Services with the Selected Consultant;</li><li>e) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract <b>as specified in SCC</b>;</li><li>f) "Day" means a working day unless indicated otherwise.</li><li>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;</li><li>h) "GCC" means these General Conditions of Contract;</li><li>i) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them;</li><li>j) "Consultant's Proposal" means the completed Request for Proposals submitted by the Consultant to the Client;</li><li>k) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;</li><li>l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in <b>Appendix A – Terms of Reference</b>;</li><li>m) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.</li></ul>

<b>1.2 Applicable Law</b>	The Contract shall be interpreted in accordance with the laws of the Union of India.
<b>1.3 Language</b>	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.
<b>1.4 Notices</b>	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address <b>specified in the SCC</b> . 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.
<b>1.5 Location</b>	The Services shall be performed at such locations as are specified in <b>Appendix A</b> hereto
<b>1.6 Authorized Representatives</b>	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 <b>specified in the SCC</b> .
<b>1.7 Authority of Member in Charge</b>	In case the Consultant is a Joint Venture, the members hereby authorize the member <b>specified in the SCC</b> 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.
<b>1.8 Taxes and Duties</b>	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.
<b>1.9 Code of Integrity</b>	<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
<b>2. Commencement, Completion, Modification, and Termination of Contract</b>	
<b>2.1 Effectiveness of Contract</b>	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be <b>stated in the SCC</b> .
<b>2.2 Commencement of Services</b>	
<b>2.2.1 Program</b>	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.
<b>2.2.2 Starting Date</b>	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 <b>specified in the SCC</b> .
<b>2.3 Completion</b>	
<b>2.3.1 Intended Completion Date</b>	Unless terminated earlier pursuant to Sub-Clause 2.6, the Consultant shall complete the activities by the Intended Completion Date, as is <b>specified in the SCC</b> . 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.
<b>2.3.2 Delay Penalty</b>	The Client may impose a penalty for delay in pre-tendering stage, for reason attributable to the Consultant @ 1.25% of contact value per week capped to 5% of the contract value of Consultant.
<b>2.4 Modification</b>	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.
<b>2.5 Force Majeure</b>	

<b>2.5.1 Definition</b>	<p>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.</p>
<b>2.5.2 No Breach of Contract</b>	<p>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>
<b>2.5.3 Extension of Time</b>	<p>precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p>
<b>2.6 Termination</b>	



<p><b>3.2 Conflict of Interests</b></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 <b>indicated in the SCC.</b></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><b>3.3 Confidentiality</b></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><b>3.4 Insurance to be Taken Out by the Consultant</b></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 <b>specified in the SCC</b>; 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><b>3.5 Consultant's Actions Requiring Client's Prior Approval</b></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"> <li>a. entering into a subcontract for the performance of any part of the Services,</li> <li>b. changing the Program of activities; and</li> </ul>
	<ul style="list-style-type: none"> <li>c. any other action that may be <b>specified in the SCC</b>.</li> </ul>
<p><b>3.6 Reporting Obligations</b></p>	<p>The Consultant shall submit to the Client the reports and documents specified in <b>Appendix A</b>, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>

<p><b>3.7 Documents Prepared by the Consultant to Be the Property of the Client</b></p>	<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 <b>specified in the SCC</b>.</p> <p>3.7.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>
<p><b>4. Consultant's Experts</b></p>	
<p><b>4.1 Description of Key Experts</b></p>	<p>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.</p>
<p><b>4.2 Removal and/or Replacement of Experts</b></p>	<p>4.2.1 Except as the Client may otherwise agree, no changes shall be made in the Key Experts. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Experts, the Consultant shall provide as a replacement a person of equivalent or better qualifications.</p> <p>4.2.2 If the Client finds that any of the Experts have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Experts, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a</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><b>5. Obligations of the Client</b></p>	
<p><b>5.1 Assistance and Exemptions</b></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 <b>specified in the SCC</b>.</p>
<p><b>5.2 Services, Facilities and Property of the Client</b></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 (<b>Appendix A</b>) at the times and in the manner specified in said Appendix A.</p>
<p><b>5.3 Counterpart Personnel</b></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 <b>Appendix A</b>.</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.
<b>5.4 Payment Obligation</b>	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 <b>Appendix A</b> and in such manner as is provided by GCC 6 below.
<b>5.5 Change in the Applicable Law</b>	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.
<b>6. Payments</b>	
<b>6.1 Contract Price</b>	<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 <b>set forth in the SCC</b>. 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 <b>Appendix A</b>.</p>
<b>6.2 Taxes and Duties</b>	<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 <b>as stated in the SCC</b>, the GST is reimbursed to the Consultant.</p>
<b>6.3 Mode of Billing and Payment</b>	<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 <b>Appendix A</b>. The payments will be made according to the payment schedule <b>stated in the SCC</b>.</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 <b>specified in the SCC.</b></p>
<p><b>6.4 Interest on Delayed Payments</b></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 <b>stated in the SCC.</b></p>
<p><b>7. Settlement of Disputes</b></p>	
<p><b>7.1 Amicable Settlement</b></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><b>7.2 Dispute Settlement</b></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 <b>specified in the SCC.</b></p>
<p><b>8. Good Faith</b></p>	
	<p>The Parties undertake to act in good faith with respect to</p>

	<p>each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
<p><b>9. Limitation of Liability</b></p>	
	<p>The total aggregate liability of the Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to 110% of the contract value of Consultant.</p>
<p><b>10. Indemnity</b></p>	
	<p>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.</p>

## 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 “Project Management Consultancy for carrying out construction of civil and interior works in SEEPZ-SEZ, Mumbai”
1.1(d)	The Client is <i>SEEPZ SEZ Authority, Andheri, Mumbai</i>
1.1(e)	The Consultant is _____
1.4	<p><b>The addresses are:</b></p> <p>Client : SEEPZ SEZ Authority, SEEPZ SEZ, MIDC Central Road Andheri East, Mumbai 400096</p> <p>Attention: Development Commissioner, SEEPZ-SEZ</p> <p>Authority E- mail: <a href="mailto:dcseepz-mah@.nic.in">dcseepz-mah@.nic.in</a></p> <p>Consultant :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail:</p>
1.6	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b></p> <p><b>For the Consultant:</b> <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.

<b>2.3</b>	The Intended Completion Date is 2024.
<b>3.2.2</b>	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
<b>3.4</b>	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.
<b>3.5 c.</b>	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.
<b>3.7</b>	There are no specific restrictions.
<b>5.1</b>	The Client shall provide necessary assistance in providing gate-passes for smooth entry of the Consultant’s vehicles and employees.
<b>6.1</b>	The Contract Price is: _____
<b>6.2.2</b>	The amount of GST reimbursable to the Consultant is: _____
<b>6.3.2</b>	The payment schedule shall be as stipulated under Section 8- Deliverables, Penalties and Payments.
<b>6.3.5</b>	Consultant’s account details for payments under the Contract are:  Account Name: Bank Name: Branch Name: IFSC Code:
<b>6.4</b>	The interest rate shall be 6% per annum.
<b>7.2</b>	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.

## Appendix A – Terms of Reference

## Appendix C – CVs of Proposed Key Experts

## Appendix C: Financial Proposal

\*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.