



भारत सरकार / GOVERNMENT OF INDIA
विकास आयुक्त का कार्यालय / OFFICE OF THE DEVELOPMENT COMMISSIONER
सीपज़ विशेष आयुक्त क्षेत्र / SEEPZ SPECIAL ECONOMIC ZONE
वाणिज्य एवं उद्योग मंत्रालय / MINISTRY OF COMMERCE & INDUSTRY
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F. No. SEEPZ-SEZ/ADMIN/DCM/647/2021-22/17463

Date: 21.10.2022

OFFICE ORDER No. 334/2022

In supersession of all existing orders viz., Office Order no. 142/2022 dated 23/06/2022, Notification no. SEEPZ-SEZ/ESTATE/SOP/10/2021-22/13701 dated 17/08/2021, Notification no. SEEPZ-SEZ/ESTATE/SOP/10/2021-22/13703 dated 17/08/2022, Office order no. 123/2022 dated 06.06.2022, Officer Order no. 09/2022 dated 21.07.2022 and Office Order no. 217/2022 dated 02.08.2022 the following consolidated instructions are hereby issued for compliance with immediate effect by all officials and the entire procurement system in SEEPZ, SEZ.

(1) E-Procurement threshold (Reiteration of existing notification no. SEEPZ-SEZ/ESTATE/PG/30/2021-22/14858 dated 3rd Sept 2021)

As per O.M No. 10/3/2012-PPC dated 09.01.2014 from Department of expenditure, Procurement Policy Division, Ministry of Finance, Government of India, for implementation of comprehensive end-to-end e-procurement henceforth all tenders above Rs. 2,00,000/- (Rupees Two Lakhs) shall be compulsorily processed by e-procurement following the Rule 159 and Rule 160 of GFR 2017.

Hence, E-procurement will be done through GeM and GeP-NIC platform for all tenders/auctions of above Rs. 2,00,000/- (Rupees Two Lakhs) in SEEPZ, SEZ.

(2) Procurement modalities on the CPPP and for GeM

After several reiterations for the Procurement modalities on the CPPP and for GeM the following are elucidated for all officials for compliance.

(1) Tender on the CPPP can be opened for Technical Scrutiny by any two digital signatures of officials notified for tender opening, subject to the officials owning the digital signature being present at the time of Tender opening.

(2) Tender publication can be done with the digital signature of all officials who have been assigned the role of tender publisher, with any one such digital signature being used for the publication.

(3) The financial opening for any tender shall be mandatorily by any two officials whose digital signatures are enrolled on the CPPP platform as "Tender Opener"

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however the following standard protocol shall be complied with for opening for the technical envelope opening & subsequently the financial envelope.

Step 1: The tender technical envelope shall be opened first.

Step 2: The Tender Scrutiny Committee shall follow up on the technical documentation scrutiny with the compliance report (YES/NO) and submit the same to the Technical/Financial Evaluation Committee for a QCBS methodology or any such methodology that has a weighted/numerical evaluation of the technical documents in the technical envelope; as marks can only be awarded by the Technical/Financial Evaluation Committee.

Step 3: In case of a clear two envelope tenders with distinct Technical/Financial envelope where the Technical documentation is only of compliance nature and not being evaluated numerically with a cut off technical mark for pre qualification for financial bid, in such technically suitable tenders, the financial envelope can be opened after uploading the technical envelope assessment after decision of the technical Evaluation Committee against the bidder showing the qualified/ disqualified bidders with a compliance sheet of YES/No/submitted/not submitted against the technical criteria for the bidding. Physical presence of only two of the officials as stated at point (1) above is mandated for the financial bid opening and physical presence of all the members of the Technical /Financial Evaluation Committee is not mandatory.

Step 4: In case there is a numerical evaluation at the technical evaluation stage the Technical/Financial Evaluation Committee shall be convened online for the recording online of all marks by individual members and such electronic record shall be retained for reference, the minutes and the evaluation sheet shall be finalised and the technical numerical evaluation shall be uploaded into the CPPP.

Step 5: The technical evaluation document on being uploaded on the CPPP shall also be mailed by the Supervisory Tender Custodian to the members of the Evaluation Committee prior to the opening of the financial envelope.

Step 6: Opening of financial bid - As the digital signature for the encryption/decryption are electronically auditable, hence the digital signature for the opening of the financial bid/envelope can be used, without physical presence of any member of the Evaluation Committee and only the physical presence of the digital signature holder/officials is necessitated.

The above standard opening procedure shall be complied with at all times and it shall be incumbent on the Supervisory Tender Custodian to ensure the compliance to this standard operating procedure.

The ADC in-charge of the Procurement Cell shall ensure compliance of this mandatory Standard Operating Procedure.


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(3) Timelines Specified for GeM (Reiteration of existing notification no: SEEPZ-SEZ/ESTATE/PG/30/2021-22/14859 dated 3rd Sept 2021)

Sr. No.	Procedure for Procurement	Timeline	Remarks
1 st Step	Intent of Procurement with approval of DC shall be submitted to E-Procurement Cell in Finance & Accounts Division.	T ₀ + 1 Day	
2 nd Step	GeM Platform rates and technical specification shall be share with the concerned Division by Finance & accounts Division	T ₀ + 2 Day	
3 rd Step	Concerned Administrative Division will certify the specification or the SLA in case of services to be procured in GeM	T ₀ + 3 Day	
4 th Step	Orders upto Rs. 25,000/-	T ₀ + 4 Day	Product should be ordered on the 4th day from the date of receiving of intent of Procurement after approval of DC.
	Order by Comparison between 3 sellers of same specification Rs. 25,000/- to Rs. 50,000/-	T ₀ + 4 Day	Product should be ordered on the 4th day from the date of receiving of intent of Procurement after approval of DC.
	Bidding process above Rs. 5,00,000/-	T ₀ + 10 Day	Product should be ordered on the 15 th day from the date of receiving of intent of Procurement after approval of DC.
5 th Step	Follow up for supply of the procured material or services	15 days from the date of generating purchase order.	T ₀ + 19 Days for follow up and receiving of goods. T ₀ + 19 Days for follow up and receiving of goods. T ₀ + 10 Days for follow up and receiving of goods/start of service.
	On satisfactory supply-	Payment shall be	

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6 th Step	Generate CRAC and process for payment	made within 10 days from the date of generation of CRAC.
7 th Step	In case short supply of Goods/unsatisfactory product/Quality Raise Incident	Action to be taken in 24 hours.

The E-procurement cell comprising the following officials shall be responsible for all procurement on GeM and on CPPP portal:

Sr. No.	Officials	Contact no.	Email ID
1	Shri Haresh K. Dahilkar, I/C Procurement Cell	9773099961	haresh.d@gov.in
2	Shri Rajesh Kumar, UDC	8318292469	rajesh.kumar12@nic.in
3	Shri Mayur Gadage, IT Executive	9819390963	mayur.gadage@gov.in
4	Shri Raman Ghosh, IT Executive	8451808874	raman.ghosh@gov.in
5	Shri Amit Shirvalkar, IT Executive	9137813205	amit.shirvalkar@gov.in
6	Shri Vikram Satre, E-office engineer	8286587409	vikram.satre@gov.in
7	Shri Vishal chormare	9867150438	vishal.chormare@gov.in

The e-procurement cell shall be supported by the Primary Tender Custodian and Secondary Custodian for customized bids on GeM or alternatively on CPPP.

(4) Primary Tender Custodian/Secondary Tender Custodian/ Supervisory Tender Custodian

Office order No. 60/2022 issued vide SEEPZ-SEZ/ADMIN/309/Misc-MoCI/2017-18/Vol-I/05922 dated 19-04-2022 with reference to only the Primary Tender Custodian/Secondary Tender Custodian/ Supervisory Tender Custodian shall continue:

(a) Roles & Responsibilities of the tender custodians are defined below. Tender custodians are responsible for support for the following works:

- i. Preparation of tender documents
- ii. Hosting of the tender on CPPP portal/GeM portal
- iii. Timelines follow-up

- iv. Corrigendum to be issued
- v. Technical Scrutiny
- vi. Financial Evaluation
- vii. Award of contract to successful bidder

(b) Role of public procurement support from Chartered Accountant, SEEPZ-SEZ for all procurements.

The primary and secondary tender custodians at every stage during the tender formulation, scrutiny or evolution support shall have one official from the office of the Chartered Accountant who shall provide tender support at the CA level for all procurement aspects. These shall be independent of the consultation with the Public Procurement Consultant, SEEPZ-SEZ. The three officials from the Chartered Accountant who shall support public procurement are as follows:

Sr. No	Name	Cell No.	E-mail
1	Shri Ankit dayalkar	8655566004	ca.seepz@gov.in
2	Shri Vinayak Rane	7021716757	Seepz.jvco@gmail.com
3	Ms.Priyanka Vishwakarma	9989899013	Seepz.jvco@gmail.com

(c) Role of Public Procurement Consultant

The Public Procurement Consultant shall be consulted on all aspect for any tender for GFR and CVC mandate compliances and consultations shall be in electronic form by digital means of e-mail/webex based online consultations for purpose of record. Any official is free to consult the Public Procurement consultant on any aspect of the procurement mechanism at any stage of Procurement.

(5) Preliminary Tender Scrutiny Officials

For all electronic tenders where there is a technical envelope for evaluation with a set of documentation that should accompany a bid, the following officials shall individually and not as a committee, evaluate and scrutinize only the documentation submitted with the bid for the technical evaluation criterion and each of these officials shall only scrutinize in only Yes/No manner. The digital record of submission of document for consideration by Tender Evaluation Committee formally with specific indication of any shortfall in documents in committee report. At no stage shall any of the below mentioned officials attempt any manner of evaluation of the technical content of the bids, only a individual record of scrutiny shall be submitted to the Member Secretary of the Tender Evaluation Committee for further process.

Sr. No.	Name Of Government Staff	Procurement / IT Staff	
1	Smt. Bridget Joe	Shri. Raman Ghosh	Shri. Viraj Matondkar
2	Smt. Rekha Nair	Ms. V. Lakshmanan	Shri. Vishal Chormare

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3	Shri. G.S Bhandari	Shri. Vikram Satre	Shri. Vallabh Kushte
4	Shri. Rajesh Kumar	Shri. Mayur Gadage	Shri. Sumit Patra
5	Shri. Ravindra Kumar	Shri. Amit Patra	Shri. Amit Shirvalkar

(6) For QCBS (Quality and Cost Based Selection) Tender,

(a) A five member committee is prescribed for SEEPZ, SEZ for Consultancy Evaluation Committee (CEC) as under Para 6.5 of the Manual of Procurement of Consultancy and Other Services which otherwise provides a three member committee which will not suit the organization balance for SEEPZ, SEZ. The Consultancy Evaluation Committee shall be chaired by the DC, SEEPZ, SEZ and the members shall be Jt. D.C, SEEPZ, SEZ, DDC, SEEPZ, SEZ, AO, SEEPZ, SEZ (as financial authority) from SEEPZ, SEZ and Specified Officer, representing issues relating to Customs administration and clearance in DTA for all consulting services. This five-member committee shall be notified as the Consultancy Evaluation Committee (CEC)

(b) Each member shall peruse the RFP for any specific procurement and be given a proper technical evaluation sheet as per the evaluation matrix by the tender custodian. This tender evaluation sheet shall be filled up and signed and submitted to the tender custodian once the evaluation discussions have been completed and the individual member shall enter his/ her evaluation marks and sign the tender evaluation sheet meant for the individual member of the consultancy evaluation committee and thereafter hand over the same to the tender custodian for safekeep.

(c) The tender custodian shall add up all the specific marks in any specific evaluation criterion and prepare the final evaluation sheet after averaging out all the marks and this final evaluation sheet shall be signed by all the consultancy evaluation committee members. The final evaluation sheet shall be the sheet which is signed by all the members and then uploaded on the CPPP for the quality evaluation criterion and there after only the financial envelope opening shall be proceeded with.

The engagement of any government/outsourced official is subject to the incumbency of the official in the office.

(7) Tender Evaluation Committee

The Tender evaluation Committee shall be chaired by the DC SEEPZ, SEZ and shall have the following members:

Sr. No.	Name		Phone no.	Email ID
1	Jt. DC, SEEPZ-SEZ	Member	9819193032	Jdcseepz-mah@nic.in

2	Specified Officer, SEEPZ-SEZ	Member	8800797970	Anilchaudhary66@gov.in
3	Smt Bridget Joe, Estate Manager/PAO	Member	9969544620	b.joe@nic.in
4	Shri Haresh K. Dahilkar, ADC, I/C Procurement Cell	Member Secretary	9773099961	haresh.d@gov.in

The above Tender Evaluation Committee shall also be the Competent Authority to evaluate & accept any specific bid and declare the same as successful bidder. Award of contract shall be with due compliance to procedure internally on record.

This tender evaluation committee shall also for proper co-ordination for all procurement mechanism along with the Customs administration in SEEPZ-SEZ as the said committee shall have the Specified Officer, SEEPZ-SEZ as a present number of the tender evaluation committee which will obviate issues of co-ordination related to Customs administration in specific procurement earlier.

The engagement of any government/outsourced official is subject to the incumbency of the official in the office.

(8) STANDARD OPERATING PROCEDURE FOR ALL MANNER OF PROCUREMENTS IN SEEPZ-SEZ, MUMBAI

General Financial Rules (GFRS) are a compilation of rules and orders of Government of India to be followed while dealing with matters involving public finances. These rules and orders are to be treated as executive instructions to be observed by all Departments and Organisations under the Government and specified bodies except otherwise provided for in these rules.

Separately with the objective of improving transparency in decision making in public procurement and reducing the scope for subjectivity, Department of Expenditure, Ministry of Finance, Government of India has prepared a set of three manual on policies and procedures for procurement of Goods, works and hiring of consultants, in conformity with the General Finance Rules, 2017.

Further, Government of India has issued new instructions in the domain of public procurement including the introduction of Central Public Procurement Portal (CPPP), Government E- market Place (GeM), preferential market access for micro and small enterprises, inclusion of integrity pact etc.

With the aim to ensure 100% compliance to the General Financial Rules and Central Vigilance Commission guidelines the following standard operating procedure is hereby notified by the Development Commissioner, SEEPZ, Mumbai, being competent authority, to be adopted and complied with by SEEPZ, Mumbai administrative office, in a sequential manner as enumerated, without fail. Henceforth for all manner of

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procurement under funds provisioned under the SEZ Act, 2005 and SEZ Authority Rules, 2009 read with instructions and directions from Ministry of Commerce and Industries, Government of India.

Stage 1: Delegation of Financial Powers

Development Commissioner, SEEPZ, Mumbai shall notify the delegation of financial powers as vested by notification by Government of India in the Ministry of Finance, Government of India and as provisioned in the SEZ, Act 2005 read with SEZ authority Rules, 2009.

[GFR-Rule 4, Rule 10, Rule 11, Rule 21, Rule 22 and Rule 23]

Stage 2: Development Commissioner, SEEPZ, SEZ Mumbai shall ensure that the SEEPZ administration shall make presentation of the Annual Financial Statement in conformity to procedure prescribed in the notified Budget Manual of SEEPZ, SEZ authority and relevant provisions under the SEZ Act, 2005 and SEZ Rules, 2009 read with relevant provisions of General Financial Rules, 2017. The SEZ Authority shall deliberate during the Authority Meeting, in the nature of a Budget session and pass the Annual Financial Statement with due consideration as per the Budget Manual of SEEPZ, SEZ authority.

[SEZ Act and SEZ authority Rules 2009 GFR - Chapter 2 - Rule 42, Rule 44, Rule 45, Rule 47, Rule 50 (1) and (2), Rule 51 (1), Rule 52 (1), (2) and (3)]

Stage 3: After notification of the Annual Financial Statement as consented to by SEZ authority, the same shall be communicated to all sections of SEEPZ Administration and in pursuance of execution of procurement of works/ Goods/ Services (Consulting/ Non consulting) the SEEPZ administration nodal officer in the various sections shall prepare "Statement of Intent of Procurement" as per prescribed format **(Annexure 1)** and submit for scrutiny and concurrence of Finance and Accounts Section under the supervision of the Pay and Accounts officer.

[GFR- Chapter 2-Rule 57, Rule 61, Rule 63, Rule 64]

Stage 4: On receipt of "Statement of Intent of Procurement" the Finance and Accounts Section shall scrutinise the statement details and accord "concurrence remarks" on the Statement of Intent of Procurement with specific details of detailed head of expenditure in the Annual Financial Statement from which the expenditure shall be admissible and the preliminary aspects related to procurement methodology and approach proposed by the Internal Procurement Cell in the Finance and Accounts Section of SEEPZ Administration in a detailed structured Concurrence Note as per approved format **(Annexure 2)** and revert the proposal to the proposing Administrative section within a span of 2 (two) working days



[GFR Chapter 2- Rule 57, Rule 61, Rule 63, Rule 64, Chapter 4 on manner of accounting]

Stage 5: The Proposing Section of SEEPZ Administration shall on receipt of "concurrence remarks" submit the proposal for approval in principal for according Administrative Approval as per approved format by the Development Commissioner, SEEPZ for "administrative consent" to procure works/ goods/ consulting/ non-consulting services for SEEPZ Administration as per approved format **(Annexure 3)**.

[GFR- Chapter 3- Rule 70, Chapter 4 - Rule 84, Rule 98, Rule 99, Chapter 5 (Works) - Rule 131, Rule 136, Rule 137, Rule 138, Rule 139, Rule 140, Chapter - Rule 144, Rule 149, Rule 160, Rule 177(Consulting Services), Rule 178, Rule 197, Rule 198]

Stage 6: On Issuance of the Administrative Approval by the Development Commissioner, SEEPZ, the concerned section shall undertake in consultation with the procurement cell of the Finance and Accounts Section the preparation of "the proposed procurement framework and time lines and submit the draft procurement framework for views/validation by procurement cell of the draft framework as being compliant with the General Financial Rules and Manuals of Procurement of Goods/ Works/ Consulting and Non-Consulting Services with a GFR/ Manual of Procurement compliance note as per approved format **(Annexure 4)**.

[Screening of the proposed procurement framework and time lines against the GFR and Manual of Procurement of Works/ Goods/ Services as applicable)

Stage 7: After receiving the views/validation of the Internal Procurement cell of Finance and Accounts Section the concerned administrative, section of SEEPZ administration shall submit the matter for consideration of Development Commissioner, SEEPZ for approval as competent authority for going ahead with the proposed procurement framework and time lines.

Stage 8: On approval of the Development Commissioner, SEEPZ the Committee entrusted for procurement shall go ahead with the procurement process, float bid document/ tender and evaluate received bids as per the provisions of the General Financial Rules and the Manual of Procurement of Goods/ Works and Services (Consulting/ Non Consulting) and recommend successful bidder for award of contract with specific comments of the Bid Evaluation Committee on record of certification of compliance to General Financial Rules and Manual of Procurement of Goods/ Services (consulting/ Non consulting)/ Works as per approved format **(Annexure 5)**.

Stage 9: On receipt of the recommendations of the Bid Evaluation Committee the concerned administrative Section shall submit the proposal with a concise note on all stages as per the approved format **(Annexure 6)** for the approval of the Development Commissioner, SEEPZ for award of contract to the recommended bidder/vendor/service provider with the detailed contract framework.


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Stage 10: On approval by the Development Commissioner, SEEPZ the award of contract shall be issued along with the work order and the Committee constituted for monitoring of the contract and contract management shall follow the due process of compliance of the contract management framework and certify all claims for payment by vendor/ contractor/ service provider with a certification of works/ goods/ service having been properly executed and satisfactorily completed as provisioned per the provisions of General Financial Rules. Such certification by the contract managing committee shall be in an approved format **(Annexure 7)**.

[GFR- Chapter 8- Rule 224 to Rule 227]

Stage 11: On receipt of the certification by the Contract management committee or the committee that monitored the supply of goods/ works, the matter in record shall be submitted to the Finance and Accounts Section to examine and validate the compliance to the GFR and CVC for claims received and shall cross validate the submission of the committee in a pre- approved format **(Annexure 8)** of the compliance to GFR and CVC mandates and return the proposal to the section from where the need for such validation is requisitioned.

Stage 12: On submission of the certification of works/goods/ services having been properly executed and satisfactorily completed as provisioned under the provisions of the General Financial Rules and receipt of claim of payment/ part bill thereof and the Finance and Accounts Section having validated the compliance of the claim to the provisions of the GFR and the CVC guidelines, the concerned administrative section shall submit the proposal for grant of financial sanction to the Development Commissioner, SEEPZ who shall examine the matter and on satisfaction of all aspects grant the financial sanction as per approved format **(Annexure 9)**.

[GFR Rule 29, Rule 30]

Stage 13: After obtaining the approval of the Development Commissioner, SEEPZ the Pay and Accounts officer functioning as also the Drawing and Disbursing officer shall examine the proposal from the concerned section for release of payment and prior to release of payment to the vendor/ contractor/ service provider shall certify himself of all aspects and ensure placement on record of a certification that the works have been examined as satisfactorily completed and the expenditure to be incurred in payment of demand thereof is in conformity and compliance to the General Financial Rules in an approved format **(Annexure 10)**,

Stage 14: After release of payment by way of account transfer/ Direct benefit transfer/ electronic fund transfer the Pay and Accounts officer shall record the disbursement thereof alongside the certification as at Stage 13 and resubmit the records thereof to the concerned administrative section that shall there after place the



matter to the office of the Development Commissioner, SEEPZ to record a utilisation certificate as per provisions of the GFR in an approved format **(Annexure 11)**.

[GFR-Chapter 9- Rule 238 to Rule 242]

Stage 15: For all such proposals resulting in expenditure and record as indicated herein above, the Development Commissioner, SEEPZ shall ensure that all utilisation certificates are collated and compliance of the provisions of the General Financial Rules and the CVC guidelines are apprised by way of formal submission to the SEEPZ, SEZ authority for a particular financial year, specifically for the authority meeting assigned for the consideration of the annual financial statement of the succeeding year. This shall be duly recorded in the authority meetings with reference to the budget manual of SEEPZ and in compliance to the General Financial Rules as per an approved format. **(Annexure 12)**

[GFR-Rule 242]

Stage 16: As a final consolidation of the manner of expenditure from the SEZ authority accounts the Development Commissioner, SEEPZ shall ensure the audit of all expenditures and records thereof by the Comptroller and Auditor General as per due process. All manner of observations of non compliance or audit scrutiny remarks shall be taken on record and replies thereof furnished to the Comptroller and Auditor General. The Comptroller and Auditor General's report shall be retained as mandated per rules.

[GFR- Rule 39, Rule 40, Rule 41 and Rule 242]


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ANNEXURE 1

Notification Ref No.: Standard SOP No.
Dated: Standard SOP Date

File/Proposal/Ref No.:
Date of Note:

Statement of Intent of Procurement

- 1) Name & designation of official proposing the procurement (*a):-
- 2) What is the nature of procurement: (a. Goods b. Services-Consultancy c. Services-Non-Consulting d. Works)
- 3) What is the methodology of procurement: (a. GeM /b. E-procurement/ c. Offline tender/d. Purchase Committee)
- 4) Total estimated cost on basis of market survey (*b):-
- 5) If cost cannot be estimated approximately then statement of approximation and % valuation upwards or downwards as perceived possible:-
- 6) Choose which is applicable:
- (a) If 'works' to be done, description of work:-
- (b) If 'goods' - brief description of goods and use thereof:-
- (c) If 'consulting services' brief description of the services:-
- (d) If 'Non-Consulting services', brief description of the services:-
- 7) (a) Detailed Major Head of A/C in which funds provisioned for budget in the year _____ :-

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(b) Detailed Minor Head and sub-head and funds provisioned for budget in the year _____ :-

8) Tentative time period within which the procurement if approved is intended to be completed:-

Proposing Official
Name:
Designation:

Approval of Section I/C Official
Name:
Designation:

Development Commissioner

Footnote:

(*a) The proposing official shall be the Assistant/UDC i/c of a particular branch in SEEPZ-SEZ, Mumbai.

(*b) The estimate provided is a tentative estimate only.


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ANNEXURE 2

Notification Ref No.: Standard SOP No.
Dated: Standard SOP Date

File/Proposal/Ref No.:
Date of Note:

Concurrence Note

(1) Reference no. of Intent to Procurement Note & Date:-

(2) Proposal brief:-

(3) Budget Head details and provision/availability of funds:-

(4) Relevant aspect of Delegation of Financial Powers:-

(5) Any specific observation by Finance & Accounts Section on methodology of procurement:-

(6) If part procurement of a larger procurement activity whether the earlier work / supply order has been successfully completed/certified as satisfactorily completed by the intending section for further procurement:-

(7) Concurrence Remarks by Finance and Accounts Section:-

Signature of Examining
Official / Financial
Executive

Signature of
Chartered Accountant
embedded with F & A Section

I/C F & A
Section

ADC I/C
F & A Section

DC SEEPZ-SEZ



ANNEXURE 3

Notification Ref No.: Standard SOP No.

Dated: Standard SOP Date

File/Proposal/Ref No.:

Date of Note:

FORMAT FOR ADMINISTRATIVE CONSENT FOR ACCORDING ADMINISTRATIVE APPROVAL FOR PROCUREMENT OF WORKS/CONSULTING/NON CONSULTING SERVICES AT SEEPZ - SEZ, MUMBAI.

(1) Details of work/consulting services/non-consulting services:-

(2) Reference of proposal No.:

(3) Tentative amount for proposal:

(4) Budget Head details for provision of funds:

Major Head:

Minor Head:

Sub Head:

Fund:

(5) Reference of Concurrence of Finance & Accounts Section:

Submitted by Section I/C

ADC I/C

DC, SEEPZ

Administrative Approval

Ref. No.: _____

Date: _____

(1) Administrative Approval is hereby accorded for implementation / procurement of following works/services _____ under head of A/C _____ in the Financial Year _____.


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(2) The amount of _____ is debitible under detailed head of A/C _____ for FY _____ and account for the expenditure may be maintained as per guidelines under GFR.

(3) The Administrative Approval hereby accorded is subject to the following conditions:

(i) Availability of fund under relevant Head of Account during F.Y. _____ is duly provisioned.

(ii) To take steps to execute and complete the construction work/engagement or procurement of services (Consulting/Non-Consulting) as per due approved terms and conditions and within stipulated time schedule to avoid further escalation of the estimated expenditure.

(iii) Tax incidence as admissible shall be deducted and deposited into Govt. A/C through relevant procedure by PAO.

(iv) No work shall be undertaken for execution till a detailed estimate is prepared and technical sanction to the estimate is accorded.

(v) That the instant work as approved by this administrative approval shall not be taken up under any other administrative approval or Financial Sanction and implementing authority shall certify that there is no duplication of the works/services.

(vi) Implementing Authority shall take prompt action to complete the project as per plan and estimate and after observing all required formalities within time schedule to avoid loss of Govt. exchequer due to cost overrun.

(vii) Validity of this A.A shall be for a period of _____ and all works/services (Consulting/Non-Consulting) as intended should be completed within this time period.

(viii) Under no circumstances shall the amount sanctioned in the Administrative approval be sanctioned.

(ix) The AA shall be implemented only after Technical Sanction by the implementing authority after counter signature thereof by DC , SEEPZ-SEZ



ANNEXURE 4

Notification Ref No.: Standard SOP No.

Dated: Standard SOP Date

File/Proposal/Ref No.:

Date of Note:

Part I

Proposed Procurement Framework and Timelines

(1) Detailed Annexure 1: Whether enclosed Yes/No of SOP No. dt.

(2) Detailed Annexure 2: Whether enclosed Yes/No of SOP No. dt.

(3) Detailed Annexure 3: Whether enclosed Yes/No of SOP No. dt.

(4) Whether the procurement is for (works/goods/services (consulting/Non-Consulting)):-

(5) If goods, (a) Whether on GeM/outside GeM
(b) Whether e-procurement?
(c) Whether purchase Committee?

(6) If Services (Consulting) - Give details or annex the procurement document (draft tender/RFP/EOI etc.)

(7) If Services (Non - Consulting), (a) Give details of whether can be procured on GeM.
(b) Whether e-Procurement?
(c) Whether offline procurement?

(8) Whether the procurement methodology complies to GFR/CVC guidelines or please justify any exception/deviation.

(9) Procurement timelines:

Date of	Pre bid	Bid evaluation	Bid award	Contract signing

Section I/C

ADC I/C

Part II (Remarks by Finance & Accounts Section only)

1. View of Finance & Accounts Section.

2. Whether the procurement methodology and time lines need any modification. Please furnish detailed comments.

I/C Section
Finance & A/C

ADC I/C
Finance & A/C



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ANNEXURE 5

Notification Ref No.: Standard SOP No.
Dated: Standard SOP Date

File/Proposal/Ref No.:
Date of Note:

**FORMAT FOR RECOMMENDATION OF SUCCESSFUL BID AND AWARD OF CONTRACT /
WORK ORDER.**

- 1) Detailed Annexure 1 reference : (Procurement Intent) Date of Approval :-
- 2) Detailed Annexure 2 reference : (Concurrence Note) Date of Approval :-
- 3) Detailed Annexure 3 reference : (Administrative Approval) Date of Approval :-
- 4) Detailed Annexure 4 reference: (Proposed Procurement Framework) Date of Approval :-
- 5) Recommendation for Procurement of works/goods/services:-
(Consulting/ Non Consulting)
(Details of successful Bidder)
- 6) Budget provision and details of HOA:-
- 7) Minutes/ decision of the Tender Evaluation Committee reorder or not?: Yes /No
- 8) Whether all aspects of compliance to GFR had been addressed or not?: Yes /No
- 9) Details of Successful Bidder & Bid
amount as recommended by Tender Evaluation Committee :-
- 10) Any Explanatory Note / Specific remark for record in the
nature of deviation from GFR and justification proposed. :-

I/C
Section

ADC I/C
Section


21/10/22

ANNEXURE 6

Notification Ref No.: Standard SOP No.

File/Proposal/Ref No.:

Dated: Standard SOP Date

Date of Note:

APPROVAL FOR AWARD OF CONTRACT /WORK ORDER.

- | | |
|--|--------------------|
| 1) Details of Annexure 1 reference: (Procurement Intent) | Date of Approval:- |
| 2) Details of Annexure 2 reference : (Concurrence Note) | Date of Approval:- |
| 3) Details of Annexure 3 reference : (Administrative Approval) | Date of Approval:- |
| 4) Details of Annexure 4 reference : (Proposed Procurement Framework) | Date of Approval:- |
| 5) Details of Annexure 5 reference : (Recommendation of Successful Bid/contract award) | Date of Approval:- |
| 6) Recommendation for award of bid/contract details:- | |
| 7) Details of Budget provision /Head of Accounts:- | |
| 8) Brief note on the procurement and record of recommendation by section concerned:- | |

I/C

Section

I/C

ADC

9) Remarks if any by DDC

10) Remark if any by JDC

11) Acceptance of successful bid /approval for award of contract:- Yes /No

DC, SEEPZ- SEZ



ANNEXURE 7

Notification Ref No.: Standard SOP No.

Dated: Standard SOP Date

File/Proposal/Ref No.:

Date of Note:

CERTIFICATION BY CONTRACT MONITORING COMMITTEE.

(1) Details of Annexure 6: (Approval for award of Contract / Work order) Date of Approval.

(2) Details of Payment milestone specified in:
Tender document.

(3) Details of Payment milestone specified in:
Contract document.

(4) Details of the Contract Performance Monitoring:

(5) Whether the Contract Performance was properly monitored and proper record of monitoring :
has been retained in Estate Section

Certification A

(6) Approval of the Contract management Committee
for the certification of the works/supply of goods/services done under :

the contract. Chairman,
CMC

(7) (a) Details of Claim submitted for payment :
and admissibly thereof

(b) Budget provision and availability of funds:

(8) Certification by the I/C Finance & Account Section /
PAO on claim made and admissibly vis-à-vis GFR.

(9) Approved by:

DC SEEPZ-SEZ



ANNEXURE 8

Notification Ref No.: Standard SOP No.
Dated: Standard SOP Date

File/Proposal/Ref No.:
Date of Note:

**CROSS – VALIDATION OF G.F.R COMPLIANCE FOR PAYMENT COMMITMENT TO SERVICE
PROVIDER / VENDOR.**

(1) Whether details from Annexure '1' to Annexure '8'
have on record compliance to GFR : _____

(2) Whether present proposed is admissible for
Payment based on input in Annexure 7 : _____

(3) Cross validation of the admissibility vis-à-vis
GFR and CVC guidelines for the said claim : _____ Yes / No

(4) Any Specific remarks:

PAO

ADC I/C
F & A Section

Assistant I/C F & A
Section

Finance
Executive



ANNEXURE 9

Notification Ref No.: Standard SOP No.
Dated: Standard SOP Date

File/Proposal/Ref No.:
Date of Note:

FINANCIAL SANCTION

- (1) Work reference order & date :
- (2) (a) Bill No. & date of Tender :
(b) Amount of Bill :
- (3) Detailed description of services :
- (4) Period of Services for which
payment claim made :
- (5) The rate at which tender/contract/
Supply order was awarded :
- (6) The amount as per approved rate
at (5) above which is admissible
for payment :
- (7) Tax Component on payment claim
Submitted :
- (8) Whether any discrepancy or difference
between claimed amount and tendered
rate awarded :
- (9) Admissible amount and whether payment
can be cleared :
- (10) Relevant Head of Account and budget
Provision :

In pursuance of record of the information here above Financial Sanction for an amount of _____ (in words) is hereby accorded debit to detailed Head of Account _____ as provisioned in the approved financial statement (Budget) for F.Y. _____. It is certified that the said amount is sanctioned post verification of claim and admissibility in consonance of GFR.

PAO

JDC
SEEPZ

DC
SEEPZ


21/10/20

ANNEXURE 10

Notification Ref No.: Standard SOP No.

Dated: Standard SOP Date

File/Proposal/Ref No.:

Date of Note:

CERTIFICATE OF FINANCIAL PROPRIETY

(1) Checklist for payment for Amount _____

HOA _____

Purpose of payment _____

(a) Whether Annexure 1 to 9 have been documented properly _____ :

(b) Whether the amount payable has been certified as admissible based on Supply of goods/works/ Provision of Services (Consulting/Non-consulting): _____

(2) It is hereby certified that all necessary documents and records have been examined and the admissibility of an amount of Rs. _____ (words) towards supply of/ works/provision of services (Consulting / Non Consulting) under Head of Account _____ in the budget for Financial year _____ has been properly done and is satisfactory.

Based on the matter an record certificate of Financial propriety for payment release is hereby accorded and payment made to vendor _____ for an amount of Rs. _____ (words).

PAO/DDO

ADC(I/C)



(9) STANDARD OPERATING PROCEDURE FOR FINALISATION OF TENDERS/ PROCUREMENT FRAMEWORKS FOR CONSULTING/ NON- CONSULTING AND WORKS AND SERVICES IN SEEPZ, SEZ, MUMBAI

Stage 1: Procurement framework for any existing service/ work to be collated and a proposed draft framework for the tender formulation has to be submitted to the tender approval committee. The standard bidding template for the procurement of services/ works shall be utilised.

Stage 2: The Public Procurement consultant and the Chartered accountant comments on the draft and the comments of each of the members of the tender evaluation should be taken on record if any and a presentation on the tender structure should be organised and approval to host tender should be taken. Publication of tender should be on the website, CPPP/ GeM with newspaper box advertisement for all tenders of value greater than 5 lakhs. The role of the Public Procurement consultant and the Chartered accountant on the procurement framework should be taken on record and then the tender document put up for publication as mentioned herein above. The presentation shall specifically be structured as follows:

- (a) Purpose of tender/ procurement activity
- (b) General conditions of contract/ Special conditions of contract
- (c) Scope of work
- (d) Terms of reference
- (e) Pre- qualification and technical parameters/ specifications
- (f) Details of earlier price bids and contract awarded and functional or discontinued or extended and
- (g) Clear reasons and justification for the present tender formulation exercise
- (h) Tender estimates, budget provisions and payment milestones etc.
- (i) Any other critical aspects that needs to be finalised prior to the publication of the tender proposed
- (j) Methodology of assessment QCBS/ L1/ Financial evaluation formats etc
- (k) Bidding format details
- (l) Date and time lines for the entire tender process.

Stage 3: Any corrigendum/ changes in tender document or extension should be published online and every member of the tender evaluation committee should be mailed.


21/10/24

Stage 4: On the date for opening of the tender and the technical evaluation, the Supervisory custodian assisted by the primary tender custodian to hand over a detailed folder containing tender evaluation details to all tender evaluation committee members and mail to all the members of the evaluation committee for the online evaluation meeting which should be recorded.

Stage 5: In case of two envelope or QCBS the technical estimates should be uploaded and there after the financial bids opened and finalised. Two digital signatures for opening the tender can be utilised on the CPPP platform as admissible and assigned role of tender openers.

Stage 6: On selection of successful bidder a pre- contract meeting should be held wherein (a) contract and Service Level Agreement (SLA) based deliverables should be detailed and discussed (b) Payment milestones indicated (c) Office verification and contract compliance check mechanism should be elaborated (d) performance guarantee/ security amount and other relevant aspects should be finalised and a time bound execution of contract with all Service Level Agreements should be formalised and work orders issued thereof.

Stage 7: For every contract awarded as finalised in the contract management framework for a particular contract/ work awarded, the chairperson of the contract management committee which is duly notified shall take step to convene the work contract/ services/ consulting contract review ideally on a weekly basis and in any case not later than a regular monthly basis, and submit a 'pre-formatted' framework based compliance / non compliance report and clear recommendation for the periodic clearance of bill amount alongside a specific recommendation if any for penal deduction if applicable for non compliance/ shortfall in the SLA compliance. This shall be as per a standard check list for each contract specifically.

Stage 8: The Chartered Accountant, SEEPZ, SEZ and the Finance and Accounts Division I/C (PAO) shall examine the contract management committee recommendations and process for payments after confirmation of the fund availability, contract validity, appropriate approval on record of the competent authority etc In case of any penal SLA based deductions the approval of all members of the contract evaluation / award committee shall be recorded on file thereof and shall be mandatory.

Stage 9: For all SEZ authority expenditures a monthly statement of accounts and expenditures shall be tabled in the SEZ authority for record and also shall be retained for all audit purposes.

Stage 10: The sequential manner of tender formulation, award, contract management and Service Level Agreement compliance shall be followed by default and only in case of dire contingency shall an exception be made only by the formal approval of the Competent Authority. Such approval/ reason for deviation from the Standard



Operating Procedure and sequence thereof shall be recorded in writing by competent authority with due reason and justification thereof.

(10) STANDARD OPERATING PROCEDURE FOR ALL MANNER OF WORKS IN SEEPZ, MUMBAI

For all nature of works as defined vide Rule 130,GFR, 2017 shall be undertaken in SEEPZ SEZ, Mumbai according to the following SOP and as per standard works procurement bidding formats routinely deployed by Public Works organisations (CPWD/State PWD/MES/Railways etc.

PARA 1:

All proposed works should be mapped to the master plan of all physical assets in the SEEPZ Zone as per Master Plan layout.

The Zonation has to be done based on the broad organisational zonation for security related works showing the buildings as below

Sector	Description of SDF/ Building/ Physical asset
Sector 1	SEEPZ Service Centre, Business Facilitation centre, Standard Design Factory- VI, Central Warehouse, Central Bank, Bank of India, State bank of India, Punjab National Bank, T.C.S Plot (ODC 1,3), K.P.I.T
Sector 2	M/s. Fine Platinum, M/s. Gemplus, M/s. B.V. Jewels, M/s. Diastar Jewellery (now M/s. S.G. Design), M/s. Jewalex, M/s. Elegant Collection, M/s. Uni-Design, M/s. D. Navinchandra, M/s. Tristar (Now Zenstar LLP), Gem and Jewellery-II, III, STP plant, Dry waste dumping ground, Bio-gas Plant.
Sector 3	Standard Design Factory-V, Gem & Jewellery-1, M/s. CGI, M/s. M Suresh, M/s. C. Mahendra Info Jewellers, M/s. Goldiam, M/s. Tara Jewels, M/s. Goldstar, M/s. Gemplus, M/s. RB One Source, M/s. Nexsales Solutions Pvt. Ltd., M/s. Inter Gold, M/s. Reliance Energy, M/s. Renaissance Jewellery.
Sector 4	Standard Design Factory-I, Standard Design Factory-II, Multi Storied
Sector 5	Building Standard Design Factory-III, Standard Design Factory-IV and M/s. TCS (ODC-II)
Sector 6	M/s. Fine Jewellery Manufacturing, M/s. Sanghavi Jewels, M/s. Trio Jewellery, M/s. S B & T Design (now M/s. Zycus Infotech -II), M/s. C12 Jewellery, M/s. Directi Web Service, M/s. Zycus Infotech (Plot I), M/s. Tata Power, M/s. Nyesa Jewellery, M/s. Indigo Jewellery, M/s. Shrenuj and Company, M/s. K.G.K. Creation, M/s. Suncity Hotel, SEEPZ++ Tower I, II and SDF-VIII and Fire Station
Sector 7	Residential Colony SEEPZ, SEZ

PARA 2:

ESTABLISHMENT OF PROPER REFERENCE MASTER PLAN MAP WITH SUB ZONATION

Based on the one maps and the master plan for the land use in the SEEPZ area for each zone there shall be a proper record of the present state of the building/

infrastructure with photographs with date and time stamps and the statement of stakeholder (unit holder/ residential security installation/ fire installations etc.) for each building/ approach road/ drainage area and works related to electrical works/ plumbing works /maintenance and repair works/ original capital works. The above details shall be backed by block/ tentative estimates of the works cost and details thereof.

PARA 3:

RECORDING THE 'AS ON DATE STATUS OF INFRASTRUCTURE WITH PHOTOGRAPHS AND STAKEHOLDER CONSULTATION

The above maps with the zonation and the block estimates and the photographic records and stake holder's inputs records shall form the basis of the zone wise per building works in terms of maintenance and repair works to be undertaken and this presentation/ detailed abstracts shall be placed before the DC, SEEPZ, SEZ for establishing the intent to procure and approve and process of mandatory approvals as per the GPR and CVC compliant systems, the processes for undertaking the Maintenance and Repairs works by recording the need and the intention to procure and spend amounts thereof by SEEPZ administration.

PARA 4:

BUDGET FORMULATION AND CONSIDERATION THEREOF IN SEZ AUTHORITY

A budget formulation exercise has to be done based on the block estimates and the realistic ability to implement the works and the pace at which the onboarding of the contractors and the management and time period for implementation shall be necessitated. Here, under the major head of infrastructure - there shall be capital and revenue heads of expenditure and thereafter as indicated in the master plan approach, zone wise building wise and specific aspects wise security related, waste management related, road and drainage related, public utility of electrical lighting related, building related, firefighting and other equipment related requirement which is to be fine-tuned based on the interaction with the accounts section and the Estate Section and provisioned in the SEZ authority for the budget approval and the in principal consent to spend funds for the works to be done based on the base line estimates.

PARA 5:

ADHERENCE TO STANDARD OPERATING PROCEDURE (S.O.P) FOR WORKS IN SEEPZ

Based on the in-principal approval of the SE2 authority, there after the detailed technical estimates shall be prepared or in case of urgency based on the block tentative estimates and in pursuance of the GBR the Administrative Approval (A.A) shall be accorded and the same shall be done project wise based on a proper



delegation of financial powers and is conditional to the passage of the budget in the Sh7 authority. The entire activity of processing the administrative approval and the subsequent process of issue of Financial Sanctions (F.S) and release of funds shall be as per the Standard Operating Procedure for Works in SEEPZ office.

PARA 6:

FINALISATION OF PRELIMINARY ESTIMATES UNDER THE B.O.P BY THE INTERNAL TECHNICAL CELL FOR WORKS

The details shall be presented in an abstract form along with the block tentative estimates to the Engineering consultants who shall then outsourced to an implementing agency (MIDC/CPWD), whereafter then the agency's manner of work contract shall take over instead of the approach proposed with an embedded engineering consultancy in the SEEPZ, SEZ.

PARA 7:

TECHNICAL ESTIMATES VALIDATION BY M.LD.C TECHNICAL CONSULTANT INDEPENDENTLY AS THIRD-PARTY VALIDATION

All estimates prepared by the in-house onboarded engineering consultant shall be countersigned and validated by the engineering consultancy as per the CPWD Schedule of rates or the Implementing authority (In case of agency such as MIDC) as works implementation and validation authority for the technical drawings, technical estimates as per the SOR and thereafter finalised as a project to be executed with individual project identity.

PARA 8:

BIDDING AND AWARD OF WORKS

Evaluation of the bids and award of works by the Engineering procurement consultant and award of the work after due administrative approval and clearance of the proposal under the GFR framework to be adopted by the SEEPZ authority. The SOP for works shall specify the entire work flow and confirmation to the SOP shall be mandated as a GFR and CVC compliance mandate the works shall be awarded by the implementing agency (either MIDC or CPWD directly).

PARA 9:

POST WORK AWARD AND CONTRACT AND WORKS MONITORING:

The weekly progress of award of the work and the progress thereof shall be monitored and reported by the Implementing agency and the engineers of SEEPZ and the weekly forum shall involve the officials from the accounts section and the estate section to enable clear clarity for the SEZ authority. The Implementation agency shall



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also provision for project management online platform for the projects to be monitored. or SEEPZ, SEZ shall host such online platform Separately a bi weekly review at the Core Strategy Group Meeting shall be held and the SEZ authority shall be apprised of the works progress in terms of percentage completion physically and financially.

PARA 10:

CONFIRMITY TO S.O.P AND OVERSIGHT AND MULTIPLE VALIDATION SYSTEM WITHOUT COMPROMISING EXPEDIENCY:

Due processes for administrative approval revisions, revalidations etc and project implementation time lines shall be actively pursued by the Estate section (Engineering section) in coordination with the SEEPZ authority. All physical works shall be electronically monitored with the photographic and measurement records and also the project management services shall be recorded for a pre-codified time line-based payment on physical progress mechanism which shall be reported to the SEZ authority

PARA 11:

THIRD PARTY VALIDATION OF WORKS

For all works of worth more than 30 lakhs there shall be an independent third-party evaluation that shall be from empanelled agencies and on cost basis for which a methodology will have to be designed. Institutions like IIT, Mumbai, other engineering institutions, CPWD, etc can work as third-party evaluation experts. The third-party validation will be at the works a ward stage, construction stage and completion and commissioning stage and shall be as per specific terms and conditions for an independent third-party validation under contract.

PARA 12:

FINANCIAL SANCTION AND RELEASE OF PAYMENT

All works would have to comply with this S.O.P for Works for SEEPZ and every financial sanction shall be mapped to the administrative approval that has been issued and all financial releases shall be after approval by a set process of the financial sanction and made by the PAO only after the validation of a certification of GFR and CVC compliance at all stages. For all statutory stages identified in the works process the validation and certification shall be inbuilt and embedded in the S.O.P.

(11) Constitution of Tender Evaluation and Acceptance Committee

In partial modification of Office Order no. 60/2022 dt.19.04.2022 and 112/2022 dt. 30.05.2022, the changes made in the tender evaluation and acceptance committee are as under:

- | | |
|---|--------------------|
| 1. Development Commissioner, SEEPZ-SEZ | - Chairperson |
| 2. Jt. Development Commissioner, SEEPZ-SEZ | - Member |
| 3. Specified Officer, SEEPZ-SEZ | - Member |
| 4. Pay and Account Officer, SEEPZ-SEZ | - Member |
| 5. Assistant Development
Commissioner, I/C E-Procurement Cell, SEEPZ-SEZ | - Member Secretary |

The Committee will examine and ensure the compliance of the GFR provision and other laid down guidelines by the Govt. and shall submit its recommendations(s) for award of contract to the Competent Authority. In absence of the any of the Member/Chairperson of the Committee, the concerned Link officer will discharge the duties as Member/Chairperson of the Committee.

(12) Constitution of Committee for procurement of goods and service for DC Office and SEEPZ-SEZ Authority, through GeM or otherwise.reg

In supersession of all existing orders, it has been decided that for procurement of goods and services below Rs.2,00,000/- for DC Office and SEEPZ-SEZ Author through Gem Portal or otherwise, the following will be the members of Local Purchase Committee to examine all quotations/tenders thus received:

- | | | |
|---|---|-------------|
| i. Development Commissioner, SEEPZ-SEZ | - | Chairperson |
| ii. Jt. Development Commissioner, SEEPZ-SEZ | - | Member |
| iii. Specified Officer, SEEPZ-SEZ | - | Member |
| iv. Pay & Accounts Officer, SEEPZ-SEZ | - | Member |
| v. Estate Manager, SEEPZ-SEZ | - | Member |
| vi. Asstt. Development Commissioner (Admin) | - | Member |

The said Committee will examine all the aspect in terms of GFR 2017 and furnish their report for further approval by the Competent Authority. Presence of least 50% of the members including Chairperson will be required for quorum of Committee.

This issues with the approval of the Competent Authority.


 Development Commissioner,
 SEEPZ, SEZ



Procurement of Consulting Services



SEEPZ SEZ AUTHORITY

QUALITY & COST BASED SELECTION (QCBS)

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

Request for Proposals

for

<Enter Assignment Title>

Tender Ref. No.:

Date of Issue:

ISSUING AUTHORITY:

Development Commissioner, SEEPZ- SEZ, Mumbai

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

E-Mail: dcseepz-mah@nic.in

Helpline No.: 022-28290856

Landline: 022-28294728/29

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

Key information at a glance

SN	Item	Description
1	Tender Ref. No.	
2	Tender Title	
3	Cost of Request for Proposals	Request for Proposals can be downloaded free of cost from the following websites: https://eprocure.gov.in/eprocure/app http://seepz.gov.in/tender.aspx
4	Date of Tender Publishing	
5	Date and time till which physical visits prospective Consultants to SEEPZ SEZ premises are permissible	
6	Date and time of Pre-Proposal Meeting	
7	Tentative date for publishing Responses to Pre-Proposal Queries and Corrigendum, if any	
8	Last date and time for Submission of Proposals (Technical + Financial Proposals)	
9	Date and time of opening of Technical Proposals	
10	Tentative date for publication of technical evaluation results	
11	Tentative date for opening of financial Proposals	
12	Expected date of Award of Contract	
13	Help Desk No. (For E - Procurement)	Email: - dcseepz-mah@nic.in Landline:- 022 – 28294728/29 Cell No.:- 8286587409 (Vikram Satre) eProcurement Helpdesk no.s (New Delhi) 0120-4200462,

		0120-4001002, 0120-4001005
14	Link for accessing training schedule regarding use of e-procurement portal by consultants may be found at:	https://eprocure.gov.in/cppp/trainingdisp
15	Authority to be contacted in case of any clarification / request for entry permission for physical visit	Name:- Designation:- Email:- dcseepz-mah@nic.in Landline:- 022 – 28294728/29

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Section 1 – Letter of Invitation

Proposal Reference No.:

Date:

Tender Title:

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

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 (hereinafter referred to as the 'Client') for receipt and opening as well as scrutiny and evaluation of Proposals and subsequent placement of award of contract.
- b) The Client named in the **Data Sheet** will select an eligible consulting firm / organization (the Consultant), in accordance with the method of selection specified in the **Data Sheet**.
- c) Before preparing the Proposal and submitting the same to the Client, the Consultant should read and examine all the terms & conditions, instructions etc. contained in the Request for Proposals. Failure to provide required information or to comply with the instructions incorporated in this Request for Proposals may result in rejection of Proposals submitted by consultants.
- d) The successful Consultant will be expected to complete the Services by the Intended Completion Date as provided in the **Data Sheet** and communicated in the services contract.

2. Language of Proposals

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

3. Code of Integrity

- a) The 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 GFR 175.
- b) In case of breach of the code of integrity by a consultant or a prospective

Consultant, the SEEPZ Authority, after giving a reasonable opportunity of being heard, may take appropriate measures including –

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

4. Eligibility

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

5. Online Proposal Submission Process

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

B. Request for Proposals

6. Contents of Request for Proposals

- a) The Request for Proposals include the following Sections, which should be read in conjunction with any amendment issued in accordance with ITC.
 - Section 1 Invitation for Consultants
 - Section 2 Instructions to Consultants (ITC)

- Section 3 Data Sheet
- Section 4 Evaluation Criteria
- Section 5 Terms of Reference
- Section 6 Proposal Forms
- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms
- Financial Proposal Template in MS Excel format

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

7. Clarification of Request for Proposals

- a) A Consultant requiring any clarification of the Request for Proposals shall contact the SEEPZ, SEZ authority in writing / email at the Client's address specified in the **Data Sheet**.
- b) The Client will respond in writing / email / through the e-procurement portal to any request for clarification, provided that such request is received prior to the deadline for submission of Proposals within a period specified in the **Data Sheet**. The 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 Request for Proposals, the Client shall amend the Request for Proposals following the procedure given under ITC.

8. Pre-Proposal Meeting

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

terms of ITC below shall be issued, which shall be binding on all prospective Consultants.

9. Amendments to Request for Proposals

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

C. Preparation of Proposals

10. Documents Comprising Proposal

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

11. Financial Proposal

The consultant shall use the financial proposal template uploaded along with this RFP for preparation of their financial proposal. The consultant shall enter the

remuneration and reimbursable rates along with applicable taxes. The Consultant shall quote the price in INR only.

12. Period of Validity of Proposals

- a) Proposals shall remain valid for a period of 180 days from the deadline of submission of Proposals unless otherwise specified in the **Data Sheet**.
- b) In exceptional circumstances, prior to the expiration of the Proposal validity period, the 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.

13. Format and Signing of Proposals

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

D. Submission and Opening of Proposals

14. Sealing, Marking and Submission of Proposals

- a) Consultants shall submit their pre-qualification (eligibility) documents as well as the technical and financial proposals online. The eligibility documents and the technical proposals must also be submitted in hard copy by post or by hand to the office of the Development Commissioner, SEEPZ SEZ authority. The technical proposal must be sealed in an envelope bearing the following details:
 - Tender ID / Proposal Ref. No. and RFP Title (subject matter of procurement);
 - Complete postal address of the Client (SEEPZ SEZ Authority);
 - Name and complete address along with the mobile, telephone number and email address of the Consultant;

- A warning 'not to open before the time and date for technical proposal opening' as indicated in the Request for Proposals
- b) If the envelope is not sealed and marked as required, the SEEPZ SEZ authority will assume no responsibility about its consequences viz. misplacement or premature opening of the Proposal.
- c) Online submission of Proposals shall be carried out in accordance with the instructions given under Annexure I.

15. 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 **Data Sheet** no later than the date and time specified in the **Data Sheet**.
- b) The date of submission and opening of Proposals shall not be extended except when:
 - sufficient number of Proposals have not been received within the given time and the Client is of the opinion that further Proposals are likely to be submitted if time is extended; or
 - the Request for Proposals are required to be substantially modified as a result of discussions in pre-Proposal meeting or otherwise and the time for preparations of Proposals by the prospective Consultants appears to be insufficient for which such extension is required.
- c) In cases where the time and date of submission of Proposals is extended, an amendment to the Request for Proposals shall be issued in accordance with ITC 9.

16. Late Proposals

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

17. Opening of Proposals

- a) The pre-qualification (eligibility) documents and the technical proposals shall be opened online on the date and time stipulated in the **Data Sheet**.
- b) In exceptional circumstances, if the Client is faced with any technical issues while opening the Proposals online, with due certification of the Proposal Evaluation Committee on the nature of such technical exception, the physical Proposals in hard copy shall be proceeded to be evaluated with after due approval of Competent Authority. In such an event, the date of Proposal opening shall be the same as the

one stipulated for online Proposal opening unless separately publicly notified by the competent authority.

- c) After due evaluation of the technical Proposals, the Client shall notify the technically qualified Consultants regarding the date of financial Proposal opening by giving at least 3 days' advance notice on the e-procurement portal.
- d) The financial Proposals of only technically qualified Consultants shall be opened.

E. Evaluation and Comparison of Proposals

18. Confidentiality

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

19. Preliminary Examination of Proposals

- a) The Proposal Evaluation Committee constituted by the Client shall conduct a preliminary scrutiny of the opened Proposals at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:
 - that the Proposal is complete and duly signed by authorized signatory;
 - that the Proposal is valid for the period, specified in the Request for Proposals;
 - that the Proposal is unconditional and that the Consultant; and
 - any other specific requirements put forth in the Request for Proposals.
- b) Proposals failing to meet these preliminary requirements shall be treated as non-responsive and shall not be considered further for evaluation.

20. Immaterial Non-conformities

- a) The Proposal Evaluation Committee may waive non-conformities in the Proposal that do not constitute a material deviation, reservation or omission and deem the Proposal to be responsive;
- b) The Proposal Evaluation Committee may request the Consultant to submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period of time. Failure of the Consultant to comply with the request within the given

time shall result in the rejection of its Proposal;

- c) The Proposal Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the additional information or documentation received from the Consultant.

21. Determination of Responsiveness

- a) The Proposal Evaluation Committee constituted by the Client shall determine the responsiveness of a Proposal to the Request for Proposals based on the contents of the Proposal submitted by the Consultant;
- b) A Proposal shall be deemed to be substantially responsive if it meets the requirements of the Request for Proposals without any material deviation, reservation, or omission where: -
 - i. "deviation" is a departure from the requirements specified in the Request for Proposals;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Request for Proposals; and
 - iii. "omission" is the failure to submit part or all of the information or documentation required in the Request for Proposals.
- c) A "material deviation, reservation, or omission" is one that, if accepted, shall:-
 - i. Effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Request for Proposals; or
 - ii. Limit in any substantial way, inconsistent with the Request for Proposals, the rights of the Client or the obligation of the Consultant under the proposed contract; or
 - iii. If rectified shall unfairly affect the competitive position of other Consultants presenting responsive Proposals;
- d) The Proposal Evaluation Committee shall examine the technical aspects of the Proposal in particular to confirm that all requirements of Request for Proposals have been met without any material deviation, reservation or omission;
- e) The Proposal Evaluation Committee shall regard a Proposal as responsive if it conforms to all requirements set out in the Request for Proposals, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Request for Proposals, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the Proposal;
- f) Proposals that are not responsive or contain any material deviation shall be rejected. Proposals declared as non-responsive shall be excluded from any further evaluation.

22. Non-conformities, Errors and Omissions

- a) Provided that a Proposal is substantially responsive, the Proposal Evaluation Committee may waive any nonconformity in the Proposal.
- b) Provided that a Proposal is substantially responsive, the Client, being SEEPZ, SEZ authority or authorized representative may request that the Consultant submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Consultant to comply with the request may result in the rejection of its Proposal.
- c) Provided that a Proposal is substantially responsive, the Proposal Evaluation Committee shall rectify quantifiable nonmaterial nonconformities related to the Proposal Price. To this effect, the Proposal Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non- conforming item or component.

23. Evaluation of Proposals

- a) Technical evaluation of proposals shall be carried out based on the criteria stipulated under 'Section 4 – Evaluation Criteria'. The evaluation committee shall not adopt any other criteria other than the ones already stipulated in the Request for Proposals.
- b) The evaluation of financial Proposal will shall be excluding GST. Section 16 of the IGST Act categorizes services provided to SEZs as zero-rated. Hence, there shall be no instance of GST.
- c) The Client's evaluation of a proposal may require the consideration of other factors, in addition to the Consultant's financial offer. These factors may be related to the characteristics, performance, and terms and conditions of Consultancy Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Proposals, shall be specified in 'Section 4 - Evaluation Criteria'.
- d) Consultants shall be asked to deliver presentation on their technical proposals as per the details provided in the **Data Sheet**. This presentation shall only cover contents of the technical proposals submitted by the Consultant. No marks shall be assigned to the presentation. The objective of the presentation round is to summarize the contents of consultant's technical proposal for better understanding of the evaluation committee.

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

The Client reserves the right to accept or reject any Proposal, and to cancel / annul

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

F. Award of Contract

25. Award Criteria

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

26. Notification of Award

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

27. Other Statutory Requirements

Successful Consultant shall be required to 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. In that event the Client may award the Contract to the next highest evaluated Consultant, whose Proposal is substantially responsive and is determined by the Client to be qualified to perform the Contract satisfactorily.

28. Signing of Contract

Promptly after notification of Award, the Client shall send the successful Consultant the Contract Agreement. Within twenty-eight days of receipt of the Contract Agreement, the successful Consultant shall sign, date, and return it to the Client.

Section 3 – Data Sheet

The following specific data for the Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Consultants (ITC). Whenever there is a conflict, the provisions herein shall prevail over those in ITC

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

ITC 12 a)	No change. Proposals shall remain valid for a period of 90 days from the deadline of submission of Proposals.
ITC 17 a)	<p>The web-address of e-procurement portal is:</p> <p>https://eprocure.gov.in/eprocure/app</p> <p>The address for submission of hard copies of technical proposal is:</p> <p>Office of the Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai – 400096</p> <p>The deadline for submission of Proposals is Hrs on .</p>
ITC 17 a)	The technical Proposals shall be opened online at Hrs on .
ITC 23 d)	The presentations shall be held online using Cisco Webex within a week after opening of the technical proposals. The specific dates, time and meeting links shall be notified by the client on its website i.e. http://seepz.gov.in
ITC 28 a)	The expected date of award of contract is .

Annexure I - Instructions for Online Proposal Submission

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF PROPOSALS

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

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

SUBMISSION OF PROPOSALS

1. Consultant should log into the site well in advance for Proposal submission so that they can upload the Proposal in time i.e. on or before the Proposal submission time. Consultant will be responsible for any delay due to other issues.
2. The Consultant has to digitally sign and upload the required Proposal documents one by one as indicated in the tender document.
3. Consultant has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Consultant should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of Proposal submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Proposal submission time, otherwise the uploaded Proposal will be rejected.

5. Consultants are requested to note that they should necessarily submit their financial Proposals in the format provided and no other format is acceptable. If the price Proposal has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the Consultants. Consultants are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Consultant). No other cells should be changed. Once the details have been completed, the Consultant should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the Consultant, the Proposal will be rejected.
6. The server time (which is displayed on the Consultants' dashboard) will be considered as the standard time for referencing the deadlines for submission of the Proposals by the Consultants, opening of Proposals etc. The Consultants should follow this time during Proposal submission.
7. All the documents being submitted by the Consultants would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Proposal opening. The confidentiality of the Proposals is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Proposal document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Proposal opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized Proposal openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized Proposal openers.
9. Upon the successful and timely submission of Proposals (i.e. after Clicking "Freeze Proposal Submission" in the portal), the portal will give a successful Proposal submission message & a Proposal summary will be displayed with the Proposal no. and the date & time of submission of the Proposal with all other relevant details.
10. The Proposal summary has to be printed and kept as an acknowledgement of the submission of the Proposal. This acknowledgement may be used as an entry pass for any Proposal opening meetings.

ASSISTANCE TO CONSULTANTS

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

Consultants may avail the free training on the use of e-procurement system as per the

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

Section 4 – Evaluation Criteria

This Section contains all the criteria that the SEEPZ SEZ Authority shall use to evaluate Proposals and qualify the Consultants in accordance with ITC 25. No other factors, methods or criteria shall be used for the purpose of evaluation.

Assessment of Eligibility

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

SN	Eligibility Criteria	Supporting Documents (to be Included in the EoI)
1	Must be registered with the appropriate government authority as a pvt. ltd. company / ltd. company / LLP and shall be in the consulting services business for at least 5 years.	Copy of the incorporation / registration certificate clearly indicating the nature of business.
2	Must possess a valid GSTN and PAN	Copies of GSTN, PAN
3	Must have a turnover of at least Rs.50 Lakh in each of the last 3 financial years, i.e. FY2018-2019, FY2019-2020 and FY2020-2021.	Audited financial statements for the past 3 financial years. Provisional statement shall be accepted in lieu of audited FS only for FY2020-21.
4	Must have completed	Summary of relevant experiences. Completion certificates issued by the clients clearly mentioning the name of the assignment, scope of work, area of the campus, value of the contract, etc. In case the scope of work is not elaborated / area of the campus is not mentioned in the completion certificate, corresponding contract agreement may be submitted.
5	Must not be presently debarred / blacklisted by any procuring entity under the central government including PSUs and autonomous entities or by state governments or by multilateral agencies such as The 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.

Technical Evaluation Process

1. Preliminary Examination of Proposals and Determination of Responsiveness

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

2. Evaluation Criteria

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

SN	Criterion	Weightage	Scoring Logic
1	Experience of	60%	
2	Approach, Methodology and Work Plan	20%	Up to 20 marks for how well the proposed A&M responds to client's needs (desirability w.r.t. client's needs, feasibility w.r.t. practical constraints, and viability w.r.t. availability of time, information & requirement of client's efforts)
3	Qualification and relevant experience of key staff	20%	<ul style="list-style-type: none">Team Leader: 10 marks

While evaluating the key experts' CVs, 20% weightage shall be given for their educational qualifications and remaining 80% for relevance of their work experience. The client reserves the right to assign zero marks to any key expert not meeting the minimum requirements stipulated in the Terms of Reference, and to seek replacement of the proposed key expert with a better qualified expert in case the consultant is selected for award of contract.

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

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

evaluation.

Combined Evaluation Process (QCBS)

1. Minimum qualifying technical score

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

2. Weights for Quality and Cost

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

3. Calculation of weighted technical score

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

4. Calculation of weighted financial score

For calculation of financial score, the lowest financial proposal shall be accorded a financial score of 100 out of 100 and all other bidders shall be given proportionate scores. An illustrative example is provided below:

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

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

5. Combined evaluation and recommendation for award of contract

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

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

The consultant obtaining the highest combined score shall be recommended for award of

contract by the evaluation committee.

Section 5 - Terms of Reference

Background

Santacruz Electronics Export Processing Zone (SEEPZ) is a Special Economic Zone in Mumbai, India with a geographical spread of nearly 110 Acres with 9 major buildings (and other private buildings built by units on leased plots) with multiple private buildings (approximately 4 Lakh square feet of space). On the 19th of August 2021 the Hon'ble Minister, Ministry of Commerce and Industry, Government of India announced a commitment of Rs 200 Crore for the rejuvenation and refurbishment of SEEPZ, SEZ. This is particularly important for SEEPZ as it is entering 50th year of its existence in May 2022. The golden jubilee year (from May 2022 to May 2023) shall be celebrated alongside 'Azadi ka Amrit Mahotsav' which commemorates 75 years of India's independence.

In this backdrop,

Objectives and Scope of Work

The core objective.....

Specific tasks under this assignment shall be as follows:

- a)
- b)
- c)

Key Deliverables and Payment Milestones

SN	Deliverable	Timeline (weeks) T = date of commencement of services	Payment Milestone (% of contract value)
1			
2			
3			
4			
5			
6			

7			
8			

Requirement of Key Experts

SN	Key Expert	Essential Qualifications
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

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 a comprehensive vision document.
- The client shall grant necessary access permissions to the consultant’s team to visit SEEPZ SEZ Authority office and other parts of the premises for carrying out field visits.
- The client shall make available its conference hall facility which is equipped with Cisco WebEx hardware to carry out offline and online consultations with stakeholders.

Section 6 – Bidding Forms

SN	Name of the Form	Page No.
1	Letter of Proposal	33
2	Checklist of documents comprising Proposal	35
3	Consultant's Past Experience Details	36
4	Proposed Approach, Methodology and Work Plan	37
5	Team Composition and Task Assignments	38
6	CVs of Proposed Key Experts	39
7	Staffing Schedule	41
8	Proposed Knowledge Transfer Plan	42
9	Financial Proposal Format	Uploaded Separately as a .xlsx file

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

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

Name of the Consultant:

Name of Consultant's Authorized Signatory:

Designation of the person signing the Proposal:

Signature of the person named above

Date signed

2. Checklist of documents comprising Proposal

SN	Document	Included (Y/N)	Page No.
1	Eligibility Documents		NA
2	Letter of Proposal		
3	Checklist of documents comprising Proposal		
4	Consultant's Past Experience Details		
5	Proposed Approach, Methodology and Work Plan		
6	Team Composition and Task Assignments		
7	CVs of Proposed Key Experts		
10	Financial Proposal (to be uploaded in a separate folder)		NA

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 INR)
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	N ^o 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. Proposed Approach, Methodology and Work Plan

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

[Comment here on counterpart staff and facilities to be provided by the Client including: administrative support, office space, local transportation, equipment, data, etc.]

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (up to 40 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

6. CVs of Proposed Key Experts

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

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

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

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

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

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

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

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

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

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

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

Client: _____

Positions held: _____

<p>11. Detailed Tasks</p> <p>Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[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.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

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

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

Section 7 – General Conditions of Contract (GCC)

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

Section 8 – 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
1.1(d)	The Client is <i>SEEPZ SEZ Authority, Andheri, Mumbai</i>
1.1(e)	The Consultant is _____
1.4	<p>The addresses are:</p> <p>Client : SEEPZ SEZ Authority, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai 400096</p> <p>Attention : Development Commissioner, SEEPZ SEZ Authority</p> <p>E-mail: dcseepz-mah@nic.in</p> <p>Consultant :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail: _</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client:</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
3.2.2	The Client reserves the right to determine on a case-by-case basis whether the service should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 3.2.2
3.4	The risks and coverage by insurance shall be: <ul style="list-style-type: none"> (i) Third Party liability – as stipulated by relevant government law. (ii) Client’s liability and workers’ compensation – as stipulated in the employees’ compensation act. (iii) Professional liability – at least 110% of the Contract Price.
3.5 c.	The Consultant shall follow the protocol stipulated in the Terms of Reference regarding entering-exiting Client’s premises 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 Appendix A – Terms of Reference.
6.3.5	Consultant’s account details for payments under the Contract are: <p>Account Name: Bank Name: Branch Name: IFSC Code:</p>
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 – Terms of Reference

{The final ToR shall be inserted 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}

Section 9 – Contract Forms

1. Letter of Acceptance

{On Client's Letterhead}

Date:

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

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

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

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

Authorized Signature:

Name and Designation of Signatory:

Name of Client:

2. Form of Contract

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

Procurement of Non- Consulting Services



SEEPZ SEZ AUTHORITY

OPEN COMPETITIVE BIDDING

(E- Procurement mode on Central Public Procurement Portal)

Bidding Documents

for

<Insert Name of Services>

Tender Reference No: -

Date of Issue: -

ISSUING AUTHORITY:

Development Commissioner, SEEPZ- SEZ, Mumbai

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

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

Key information at a glance

SN	Item	Description
1	Tender Ref. No.	
2	Tender Title	
3	Cost of Bidding Documents	Bidding documents can be downloaded free of cost from the following websites: https://eprocure.gov.in/eprocure/app http://seepz.gov.in/tender.aspx
4	Date of Tender Publishing	
5	Date and time till which physical visits prospective bidders to SEEPZ SEZ premises are permissible	
6	Date and Time of Pre bid Meeting	
7	Last Date and Time of Submission of Bids (Technical + Financial Bids)	
8	Date and Time of Opening of Technical Bids	
9	Expected date of Award of Contract	
10	Help Desk No. (For E-Procurement)	Name: - Designation: - Email: - dcseepz-mah@nic.in Landline:- Cell No.:-
11	Authority to be contacted in case of any clarification / request for entry permission for physical visit	Name: - Designation:- Email:- dcseepz-mah@nic.in Landline:-

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Section 1 - Notice Inviting Bids (NIB)

Bid Reference No.:

Date:

Tender Title: <insert tender title>

1. The SEEPZ- SEZ authority invites electronic bids from eligible bidders for <insert name of services>.
2. Details pertaining to the scope of work, timeline and procedure to be followed may be seen under the Activity Schedule (Section 5).
3. The process of Open Competitive Bidding shall be followed for selection of suitable contractor. The bidding process shall be conducted in an online mode on the Central Public Procurement Portal (CPPP) which is publicly accessible using the following web address: <https://eprocure.gov.in/eprocure/app>. Bidders can download the bidding documents free of cost from this portal.
4. Interested bidders must register on the e-procurement portal and upload their technical and financial bids separately within the stipulated time and date i.e. ___ Hours on ___. All Bids must be accompanied by a valid Bid Security Declaration as per the format given under Annexure I.
5. Detailed instructions regarding online submission of bids may be seen under Annexure II. In case of any issues or queries related to the e-procurement portal, kindly send an email request to dcseepz-mah@nic.in or contact on 022-28294790 / 9137813205 (Shri. Amit Shirvalkar) / 08286587409 (Shri. Vikram Satre). Bidders are requested to check the system requirements for using the e-procurement portal and uploading bids adequately in advance to avoid issues from cropping up at the last minute.
6. The bidder is solely responsible for timely uploading of bids on the e-procurement portal. SEEPZ SEZ Authority shall not be liable for resolving any queries / issues raised on the last day of bid submission.
7. Technical bids shall be opened online at ___ hours on ___. Bidders can see the tender opening status by logging on to the e-procurement portal using their registered IDs.
8. Financial bids of only technically qualified bidders shall be opened at a date which shall be pre-disclosed on the e-procurement portal.
9. SEEPZ SEZ Authority reserves the right to accept or reject any or all of the bids at any time during the bidding process.

Development Commissioner
SEEPZ SEZ Authority

Section 2 – Instructions to Bidders (ITB)

A. General

1. Introduction

- a) This Section provides the relevant information as well as instructions to assist prospective Bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Procuring Entity, being SEEPZ, SEZ Authority for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- b) Before preparing the bid and submitting the same to the Procuring Entity, being SEEPZ, SEZ authority, the Bidder should read and examine all the terms & conditions, instructions etc. contained in the Bidding Documents. Failure to provide required information or to comply with the instructions incorporated in this Bidding Documents may result in rejection of bids submitted by Bidders.
- c) The successful Bidder will be expected to complete the performance of Services by the Intended Completion Date as provided in the BDS.

2. Language of Bids

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

3. Code of Integrity

- a) The Procuring Entity and all officers or employees of the Procuring Entity being SEEPZ, SEZ authority, whether involved in the procurement process or otherwise, or Bidders and their representatives or Service Providers or Service Providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity in accordance with the code of integrity prescribed under GFR 175.
- b) In case of breach of the code of integrity by a Bidder or a prospective Bidder, the SEEPZ Authority, after giving a reasonable opportunity of being heard, may take appropriate measures including –
 - i. exclusion of the Bidder from the procurement process;
 - ii. calling off of pre-contract negotiations and forfeiture or encashment of bid security;
 - iii. forfeiture or encashment of any other security or bond relating to procurement;
 - iv. recovery of payments made by the Procuring Entity along with interest thereon at bank rate;
 - v. cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;

- vi. debarment of the Bidder from participation in any future procurements of any Procuring Entity for a period of up to three years.

4. Eligibility

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

5. Qualifications

Bidders should substantially meet the qualification criteria as stipulated in the 'Section 4 - Evaluation and Qualification Criteria'. Bidders should fill and submit the Forms provided in 'Section 6 - Bidding Forms' to provide relevant information and documents in support of fulfillment of Bidder's qualification as part of its technical bid. Only technical qualified bidders shall be processed for valid financial bids (Two Envelope System).

6. E-Tendering Online Bid Submission Process

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

B. Bidding Documents

7. Contents of Bidding Documents

- a) The Bidding Documents include the following Sections, which should be read in conjunction with any amendment issued in accordance with ITB.
 - Section 1 Notice Inviting Bids (NIB)
 - Section 2 Instructions to Bidders (ITB)
 - Section 3 Bid Data Sheet (BDS)
 - Section 4 Evaluation and Qualification Criteria
 - Section 5 Activity Schedule
 - Section 6 Bidding Forms
 - Section 7 General Conditions of Contract (GCC)
 - Section 8 Special Conditions of Contract (SCC)

- Section 9 Contract Forms
 - Financial Bid Template in MS Excel format
- b) Unless downloaded directly from the SEEPZ website (<http://seepz.gov.in>) or the e-procurement portal (<https://eprocure.gov.in/eprocure/app>) as specified in the BDS, Procuring Entity shall not be responsible for the correctness of the Bidding Documents, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with ITB.
- c) Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

8. Clarification of Bidding Documents

- a) A Bidder requiring any clarification of the Bidding Documents shall contact the SEEPZ, SEZ authority in writing / email at the Procuring Entity's address specified in the BDS (**email**:-amit.shirvalkar@gov.in, vikram.satre@gov.in /**Mobile no**:- Amit Shirvalkar:9137813205/ Vikram Satre:8286587409)
- b) The Procuring Entity will respond in writing / email / through the e-procurement portal to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS. The Procuring Entity 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 Bidding Documents, the Procuring Entity shall amend the Bidding Documents following the procedure given under ITB.

9. Pre-bid Meeting

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

10. Amendments to Bidding Documents

- a) At any time prior to the deadline for submission of bids, the SEEPZ SEZ authority may, for any reason deemed fit by it, amend or modify the Bidding Documents by issuing Amendment(s)/corrigendum.

- b) Such Amendment(s)/corrigendum will be published on SEEPZ SEZ authority's website or on the e-procurement portal and the same shall be binding on all prospective Bidders.
- c) In order to give reasonable time to prospective Bidders to take necessary action in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids and other allied time frames which may be linked with that deadline.
- d) Any Bidder who has downloaded the Bidding Documents should check the Amendment(s), if any, issued on the SEEPZ SEZ authority website and on the e-procurement portal. The Procuring Entity shall not be responsible in any manner if prospective Bidders miss any Amendment(s) published on Procuring Entity's website or on the e-procurement portal.

C. Preparation of Bids

11. Documents Comprising Bid

- a) Bidder's technical bid shall comprise the following:
 - Letter of Bid as per the form provided in Section 6 – Bidding Forms;
 - Bid Security declaration furnished in accordance with Annexure I;
 - Bidder Information Form as per Form provided in Section 6: Bidding Forms;
 - Documents establishing Bidders' eligibility and qualification in accordance with Forms given in Section 6: Bidding Forms;
 - Any other document as required in the ITB or BDS
 - An Undertaking duly signed on the letter head from the Bidders to the effect that they agree and abide by the clauses / conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.
- b) Bidder's financial bid shall comprise the financial quote submitted in the excel template published along with these bidding documents.

12. Financial Quote

The evaluation of financial Proposal shall be excluding GST. Section 16 of the IGST Act categorizes services provided to SEZs as zero-rated. Hence, there shall be no instance of GST.

13. Period of Validity of Bids

- a) Bids shall remain valid for a period of 180 days from the deadline of submission of bids unless otherwise specified in the Bid Data Sheet.
- b) In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

- c) The Bidder who agrees to the extension of the period of validity of bids so requested by the Procuring Entity shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A Bidder whose bid security is not extended or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of Procuring Entity will be final and binding in this regard.

14. Bid Security

The Bidder shall furnish as part of its bid, a bid security declaration duly signed on the letterhead as specified in the BDS. Any bid not accompanied by a Bid Security declaration in the required format shall be rejected by the Procuring Entity as non-responsive.

15. Format and Signing of Bids

- a) The technical bids comprising all documents specified under ITB Clause 11 a) may be compiled into a single PDF document. All pages in the document should be serially numbered and an index specifying contents of the bid should be populated at the beginning of the document.
- b) Authorized signatory of the bidder shall sign, either physically or digitally, on each page of the bid. This signature should be accompanied by bidder's official seal.
- c) The financial bid must be submitted in the MS excel template provided with the bidding documents.

D. Submission and Opening of Bids

16. Sealing, Marking and Submission of Bids

- a) Consultants shall upload their technical and financial proposals in separate folders provided on the e-procurement portal.
- b) The procedure for online submission of Proposals shall be in accordance with the instructions given under Annexure I.

17. Deadline for Submission of Bids

- a) Bids must be received by the Procuring Entity online on the e-procurement portal and at the address specified in the BDS no later than the date and time specified in the BDS.
- b) The date of submission and opening of bids shall not be extended except when:
 - sufficient number of bids have not been received within the given time and the Procuring Entity is of the opinion that further bids are likely to be submitted if time is extended; or
 - the Bidding Documents are required to be substantially modified as a

result of discussions in pre-bid meeting or otherwise and the time for preparations of bids by the prospective Bidders appears to be insufficient for which such extension is required.

- c) In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with ITB 10.

18. Late Bids

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

19. Opening of Bids

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

E. Evaluation and Comparison of Bids

20. Confidentiality

- a) Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until the same is published officially on the e-procurement portal for information of all Bidders.

- b) Any effort by a Bidder to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Bid.

21. Preliminary Examination of Bids

- a) The Bid Evaluation Committee constituted by the Procuring Entity shall conduct a preliminary scrutiny of the opened bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:
 - that the bid is complete and duly signed by authorized signatory;
 - that the bid is valid for the period, specified in the Bidding Documents;
 - that the bid is accompanied by Bid Security declaration;
 - that the bid is unconditional and that the Bidder has agreed to give the required performance security; and
 - any other specific requirements put forth in the bidding documents.
- b) Bids failing to meet these preliminary requirements shall be treated as non-responsive and shall not be considered further for evaluation.

22. Immaterial Non-conformities

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

23. Determination of Responsiveness

- a) The Bid Evaluation Committee constituted by the Procuring Entity shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;
- b) A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where: -
 - i. “deviation” is a departure from the requirements specified in the Bidding Documents;
 - ii. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and

- iii. “omission” is the failure to submit part or all of the information or documentation required in the bidding documents.
- c) A “material deviation, reservation, or omission” is one that, if accepted, shall:-
 - i. Effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or
 - ii. Limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Employer or the obligation of the Bidder under the proposed contract; or
 - iii. If rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids;
 - d) The Bid Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission;
 - e) The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;
 - f) Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

24. Non-conformities, Errors and Omissions

- a) Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any nonconformity in the Bid.
- b) Provided that a bid is substantially responsive, the Procuring Entity, being SEEPZ, SEZ authority or authorized representative may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- c) Provided that a bid is substantially responsive, the Bid Evaluation Committee shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non- conforming item or component.

25. Evaluation of Bids

- a) Technical evaluation of bids shall be carried out based on the criteria stipulated under ‘Section 4 – Evaluation and Qualification Criteria’. The evaluation committee shall not adopt any other criteria other than the ones already stipulated in the bidding documents.

26.

- a) The evaluation of financial Proposal shall exclude GST. Section 16 of the IGST Act categorizes services provided to SEZs as zero-rated. Hence, there shall be no instance of GST.
- b) The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the bidder's financial offer. These factors may be related to the characteristics, performance, and terms and conditions of purchase of Non-Consultancy Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, shall be specified in Section IV - Qualification and Evaluation Criteria.

27. Right to Accept Any Bid and to Reject Any or All Bids

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

F. Award of Contract

28. Award Criteria

Subject to its bid being technically qualified, unconditional and complete, the bidder offering the lowest rate shall be considered for award of contract.

29. Notification of Award

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

30. Performance Security

- a) Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Bidder shall furnish the Performance Security in the form of an advance deposit in the name of SEEPZ SEZ Authority of the amount specified in the BDS.
- b) Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of

the award and forfeiture of the Bid Security/debarment as per bid security declaration. In that event the Procuring Entity may award the Contract to the next highest evaluated Bidder, whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

- c) The validity of the performance security shall be for a period of 45 days beyond the date of completion of all contractual obligations.

31. Other Statutory Requirements

Successful bidder 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, failing which the course of action stipulated under ITB clause 29 b) shall be applicable.

32. Signing of Contract

Promptly after notification of Award, the Procuring Entity shall send the successful Bidder the Contract Agreement. Within twenty-eight days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.

Section 3 – Bid Data Sheet (BDS)

The following specific data for the Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB

ITB Para Reference	Particulars
ITB 1 c)	The intended completion date is:
ITB 4 b)	<ul style="list-style-type: none"> i) Bidder shall be a natural person, private entity, government-owned entity or,any combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India; ii) Bidder shall have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority; iii) Bidder shall not be 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; iv) Bidder shall not have, and their directors and officers not have, 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; v) Bidder shall not be presently debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.
ITB 7 b)	<p>The official website of SEEPZ SEZ Authority is: http://seepz.gov.inThe e-procurement portal is: https://eprocure.gov.in/eprocure/app</p>
ITB 8 a)	<p>The Procuring Entity’s address for seeking clarifications is: Office of the Development Commissioner, SEEPZ SEZ, MIDC Central Road,Andheri East, Mumbai – 400096</p> <p>The email address is: dcseepz-mah@nic.in</p> <p>Queries may also be raised by using the ‘seek clarifications’ option available onthe e-procurement portal.</p>

ITB 8 b)	The bidders may submit their requests for clarification no later than ___ days prior to the deadline for submission of bids.
ITB 9 a)	The pre-bid meeting shall be held electronically at ____ Hrs on ____. The web-link to attend the pre-bid meeting is as follows:
ITB 12	As per the Excel BOQ Template
ITB 13 a)	Bids shall remain valid for a period of 180 days.
ITB 14	In lieu of Bid Security, Bid Security Declaration shall be submitted duly signed on the letterhead of the bidder, in pursuance of Govt. of India O.M. No. F.9/4/2020-PPD dated 12/11/2020, as per the format provided at Annexure I.
ITB 17	The deadline for submission of bids is ____ Hrs on ____.
ITB 19 a)	The technical bids shall be opened online at ____ Hrs on ____.
ITB 29 a)	The amount of performance security to be submitted by successful bidder, in the form of bank guarantee, shall be 3% of the total price quoted by the bidder.
ITB 28 a)	The expected date of award of contract is ____.

Annexure I – Form of Bid Security Declaration

{ Use Company Letterhead }

BID SECURITY DECLARATION

I/We, M/s (Name of bidder) am/are aware that I/We have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration. I/We understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/We i.e., the bidder shall be banned from submission of bids in any Works/Service Tender issued by SEEPZ-SEZ for a period of 24 months from the date of such banning order.

Authorized Signatory
Sign and Stamp

Annexure II - Instructions for Online Bid Submission

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

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

SUBMISSION OF BIDS

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

quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

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

ASSISTANCE TO BIDDERS

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>. Bidders are requested to note that CPPP is built and maintained by the National Informatics Centre and that the Procuring Entity is not responsible for any technical issues related to the CPP Portal. All information contained in this annexure is taken directly from the CPP Portal.

Section 4 – Evaluation and Qualification Criteria

This Section contains all the criteria that the SEEPZ SEZ Authority shall use to evaluate bids and qualify the Bidders in accordance with ITB 25. No other factors, methods or criteria shall be used for the purpose of evaluation.

Technical Evaluation Process

1. Preliminary Examination of Bids and Determination of Responsiveness

The evaluation committee shall carry out the preliminary examination of bids and shall determine the responsiveness of bids based as per the procedure stipulated under ITB 22, 23, 24 and 25.

2. Qualification Requirements

The SEEPZ SEZ Authority shall assess qualifications of participating bidders according to the following criteria, based on the corresponding documentary evidence to be submitted by the bidders:

SN	Criterion	Documents to be submitted
1	Bidder must be a valid legal entity registered with appropriate government authority in the form of a firm / company / LLP and must be in existence for at least 5 years (i.e. since FY2016-17)	1. Registration / Incorporation certificate 2. Details of ownership, address, contact details including e-mail and telephone numbers.
2	Bidder must be registered with GSTN and must possess a valid PAN.	Copies of GSTIN and PAN.
3	Bidder must have an average annual turnover of at least _____ during past 3 financial years (FY 2018-19, 19-20 &20-21).	Audited financial statements for the past 3 financial years. Provisional financial statement certified by the CA shall be acceptable only for FY2020-21.
4	<insert minimum experience requirements here>	1. Completion certificates clearly mentioning the scope of work, contract value and client name. 2. Summary of experiences highlighting the key activities performed.
5	Bidder should have a positive net worth during each of the past 3 financial years.	CA certificate clearly stating that the bidder has positive net worth during each of the past 3 FYs.

6	Bidder must not have been debarred by any central government entity including PSU or autonomous body; any state government; or any multilateral funding agency such as The World Bank, Asian Development Bank, etc.	Self-certification by the director / proprietor of the company.
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Bidders must ensure that the documentary evidence submitted by them as proof of their qualification must provide the necessary information in adequate details to establish the facts without a scope for doubt. Any scanned documents being submitted must possess adequate resolution to ensure their legibility without confusion. In case any information necessary for establishing bidder's qualifications is not clear from the documents submitted, the evaluation committee's interpretation in that regard shall be final. Incomplete or unclear documents may lead to disqualification of the bidder.

3. Evaluation of Technical Proposal

The technical proposals submitted by the bidders shall be evaluated on the following parameters.

SN	Criterion	Documents to be submitted	Marks

Minimum qualifying technical score is 75 Marks

Financial Evaluation Process

1. Financial Bids of only those bidders shall be opened who obtain at least 75 Marks in technical evaluation.
2. For the purpose of financial evaluation, the evaluation committee shall use the comparison sheet generated on the e-procurement portal subsequent to financial bid opening. However, in case of any technical issues in identifying the lowest bidder using

the system-generated comparison sheet, the evaluation committee may prepare a comparison sheet manually.

3. The technically qualified bidder offering the lowest financial bid (L1) shall be considered for award of contract.
4. In the event of multiple L1 bidders, the highest technical score shall be considered for awarding the successful bid.

Section 5 – Activity Schedule

Background

Santacruz Electronics Export Processing Zone (SEEPZ) is a Special Economic Zone in Mumbai, India with a geographical spread of nearly 110 Acres with 9 major buildings (approximately 4 Lakh square feet of space). The SEEPZ SEZ is entering 50th year of its existence in May 2022. The SEEPZ SEZ Authority (the Authority) intends to celebrate its golden jubilee year (from May 2022 to May 2023) alongside ‘Azadi ka Amrit Mahotsav’ which commemorates 75 years of India’s independence. In this backdrop, SEEPZ SEZ Authority seeks to engage_____.

Objective of the Assignment

<Insert objectives here>

Scope of Work

<Insert scope of work here>

Key Deliverables, Timeline and Payment Terms

<Insert details in a tabular format>

Schedule of Activities

<Insert the sequence and detailed specification of services here>

Section 6 – Bidding Forms

SN	Name of the Form	Page No.
1	Letter of Bid	
2	Checklist of documents comprising bid	
3	Bidder Information Form	
4	Bidder's Qualification Information	
5	Financial Bid Format	Uploaded Separately as a .xlsx file

1. Letter of Bid

The Bidder must prepare the Letter of Bid on its letterhead clearly showing the Bidder'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:

Bid Ref. No.:

To,
The Development Commissioner
SEEPZ Service Centre Building,
SEEPZ SEZ, Andheri (East), Mumbai-400 096

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
2. We meet the eligibility requirements in accordance with ITB 4 and have no Conflict of Interest in accordance with GFR 175;
3. We offer to perform, in conformity with the Bidding Documents, the following Non-Consultancy Services: “_____”.
4. Our final financial offer is as submitted in our financial bid.
5. Our bid shall remain valid for 180 days from the last date of submission of the bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents;
7. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process;
8. We, along with any of our subcontractors, suppliers, Service Providers, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
9. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in GFR 175;
10. We hereby certify that we are neither associated nor have been associated directly or indirectly with the Service Provider or any other individual or entity that has prepared the design, specifications and other documents for the subject matter of procurement or

is being proposed as Project Manager for the contract from the SEEPZ SEZ Authority;

11. 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;
12. 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;
13. 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;
14. We understand that this bid, 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
15. We understand that SEEPZ SEZ Authority is not bound to accept the lowest evaluated bid or any other bid that SEEPZ SEZ Authority may receive and that the decision of the SEEPZ, SEZ authority shall be final & binding.

Name of the Bidder:

Name of Bidder's Authorized Signatory:

Designation of the person signing the Bid:

Signature of the person named above

Date signed

2. Checklist of documents comprising bid

SN	Document	Included (Y/N)	Page No.
1	Letter of Bid as per the form provided in Section 6 – Bidding Forms		
2	Bid Security declaration furnished in accordance with Annexure I		
3	Bidder Information Form as per Form provided in Section 6: Bidding Forms		
4	Documents establishing Bidders' eligibility in accordance with BDS (ITB 4 a)		
5	Documents establishing Bidders' qualification in accordance with Forms given in Section 6: Bidding Forms		
6	An Undertaking duly signed on the letter head from the Bidders to the effect that they agree and abide by the clauses / conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.		
7	Financial Bid (to be uploaded in a separate folder)		NA

3.

Bidder Information Form

Date:

Bid Ref. No.:

Bidder's Name:	
Bidder's legal entity status:	Firm / LLP / Pvt. Ltd. Company / Ltd. Company
Bidder's year of incorporation / registration:	
Bidder's complete registered address:	
Bidder's PAN:	
Bidder's GSTIN:	
Information regarding bidder's authorized representative:	Name: Designation: Address: Email:
Name(s) of promoter(s) and members of the board of directors.	
Bidder's bank account details:	Account Name: Bank Name: Branch Name: IFSC Code:

4. Bidder's Qualification Information

SN	Criterion	Bidder's Qualification	Documents to be submitted	Documents submitted	Page No.
1					
2					
3					
4					

5			1.		
6					

Section 7 – General Conditions of Contract (GCC)

1. General Provisions	
1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">a) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer;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 the price to be paid for the performance of the Service, in accordance with Clause 6s;d) “Employer” means the party who employs the Service Provider as specified in SCC;e) “GCC” means these General Conditions of Contract;f) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;g) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;h) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer as specified in SCC;i) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer;j) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;k) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A - Schedule of Activities;
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

	<p>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.</p>
1.5 Location	<p>The Services shall be performed at the client’s location as specified in the SCC.</p>
1.6 Authorized Representatives	<p>Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC.</p>
1.7 Taxes and Duties	<p>The Service Provider and their Personnel 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.</p>
1.8 Code of Integrity	<p>The Employer, the Service Provider and their representatives shall strictly adhere to the code of integrity as stipulated under GFR 175.</p>
2. Commencement, Completion, Modification, and Termination of Contract	
2.1 Effectiveness of Contract	<p>This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.</p>
2.2 Commencement of Services	
2.2.1 Program	<p>Before commencement of the Services, the Service Provider shall submit to the Employer 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.</p>
2.2.2 Starting Date	<p>The Service Provider 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.</p>
2.3 Intended Completion Date	<p>Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider 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.</p>
2.4 Modification	<p>Modification of the terms and conditions of this Contract,</p>

	<p>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.</p>
<p>2.5 Force Majeure</p>	
<p>2.5.1 Definition</p>	<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>
<p>2.5.2 No Breach of Contract</p>	<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 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>2.5.3 Extension of Time</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>
<p>2.5.4 Payments</p>	<p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.</p>
<p>2.6 Termination</p>	
<p>2.6.1 By the Employer</p>	<p>The Employer may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:</p> <ul style="list-style-type: none"> a. if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing; b. if the Service Provider become insolvent or bankrupt; c. if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

	<p>their own corporate interests.</p> <p>3.2.2 The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider 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>
3.3 Confidentiality	<p>The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.</p>
3.4 Insurance to be Taken Out by the Service Provider	<p>The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
3.5 Service Provider's Actions Requiring Employer's Prior Approval	<p>The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> a. entering into a subcontract for the performance of any part of the Services, b. changing the Program of activities; and c. Any other action that may be specified in the SCC.
3.6 Reporting Obligations	<p>The Service Provider shall submit to the Employer the reports and documents as specified in the SCC.</p>
3.7 Documents Prepared by the Service Provider to Be the Property of the Employer	<p>All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub- Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider 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>

3.8 Liquidated Damages	
3.8.1 Payments of Liquidated Damages	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
3.8.2 Lack of performance penalty	If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, as specified in the SCC.
3.9 Performance Security	The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.
3.10 Adherence to laws, regulations and statutory requirements	The Service Provider shall carry out all its services in accordance with all the applicable laws, regulations, environmental guidelines and statutory requirements that are legally in force. Additionally, the Service Provider shall comply with the statutes enlisted in the SCC.
4. Service Provider's Personnel	
4.1 Description of Personnel	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix B. The Key Personnel listed by title as well as by name in Appendix B are hereby approved by the Employer.
4.2 Removal and/or Replacement of Personnel	4.2.1 Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key

	<p>Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>4.2.2 If the Employer finds that any of the Personnel 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 Personnel, then the Service Provider shall, at the Employer’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>4.2.3 The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
<p>5. Obligations of the Employer</p>	
<p>5.1 Assistance and Exemptions</p>	<p>The Employer shall use its best efforts to provide the Service Provider such assistance and exemptions as specified in the SCC.</p>
<p>5.2 Change in the Applicable Law</p>	<p>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 Service Provider 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 6.2.</p>
<p>6. Payments Schedule</p>	
<p>6.1 Contract Price</p>	<p>6.1.1 The Service Provider’s Contract Price shall be net of all costs incurred by the Service Provider 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>
<p>6.2 Taxes and Duties</p>	<p>6.2.1 The Service Provider is 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 Service Provider.</p>

<p>6.3 Mode of Billing and Payment</p>	<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 on a pro-rata basis as per the events schedule based on satisfactory performance of services.</p> <p>6.3.3 The Client shall pay the Service Provider 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 Service Provider within the same forty-five (45) days period. The Service Provider 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 Service Provider 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 Service Provider specifying in detail deficiencies in the Services, the final report. The Service Provider 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 Service Provider specified 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. Extension of the duration of contract</p>	
	<p>This contract may be extended, prior to its expiry, for a mutually agreeable period not exceeding 6 months, provided that a fresh procurement activity is initiated before the expiry of the original contract.</p>

Section 8 – 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 _____
1.1(d)	The Employer is <i>SEEPZ SEZ Authority, Andheri, Mumbai</i>
1.1(h)	The Service Provider is _____
1.4	<p>The addresses are:</p> <p>Employer : SEEPZ SEZ Authority, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai 400096</p> <p>Attention : Development Commissioner, SEEPZ SEZ Authority</p> <p>E-mail: dcseepz-mah@.nic.in</p> <p>Service Provider :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail: _</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer:</p> <p>For the Service Provider: <i>[name, title]</i> _____</p>
2.1	No change to the GCC clause
2.2.2	The Starting Date for the commencement of Services is immediately after contract signing.
2.3	The Intended Completion Date is:

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
3.4	The risks and coverage by insurance shall be: (i) Employer's liability and workers' compensation – as stipulated in the employees' compensation act.
3.7	There are no specific restrictions.
3.8.1	The percentage shall be 0.5% of the contract value for each week of delay subject to a ceiling of maximum 5% of the contract value after which the Employer may initiate contract termination proceedings.
3.8.2	The lack of performance penalty shall be equal to the cost incurred by the employer towards correcting the defects / deficiencies. The same shall be deducted from payments due to the service provider.
5.1	The Employer shall provide necessary assistance in providing gate-passes for smooth entry of the Service Provider's vehicles and employees.
7	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.

Appendix A – Scope of Work

{To be inserted as per Section 5 after incorporating changes if any made vide corrigenda}

Appendix B – Key Personnel

{Service Provider shall insert the Work Profile of the Contract Manager here}

Appendix C – Breakdown of Contract Price

{Service Provider shall insert the breakdown as per price bid here}

Section 9 – Contract Forms

1. Letter of Acceptance

{ On Employer's Letterhead }

Date:

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

Subject: Letter of acceptance of your bid against tender ref. no.: SEEPZ-SEZ/
ESTATE/GPL/118/2021-22

This is to notify you that your Bid dated *[insert date of bid submitted by the bidder]* for the execution of services titled “_____” against Bid Invitation Ref. No. *[insert Bid Ref. No.]* is hereby accepted by the Employer for the Contract Price of Rs. *[insert amount in numbers and words]*, as evaluated in accordance with the Instructions to Bidders.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, in the form of a bank guarantee / fixed deposit amounting to 3% of the contract value.

Authorized Signature:

Name and Designation of Signatory:

Name of Employer:

2. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the “Employer”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

WHEREAS

- a. the Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- b. the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at the contract price of Rs. [insert Contract Price];

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a. the Letter of Acceptance;
 - b. the Service Provider’s Bid
 - c. the Special Conditions of Contract;
 - d. the General Conditions of Contract;
 - e. The following Appendices:
 - Appendix A: Scope of Work
 - Appendix B: Key Personnel
 - Appendix C: Breakdown of Contract Price
2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

b) the Service Provider shall make payments to the Employer 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 [name of Employer]

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]