



**Government
eProcurement
System**

eProcurement System Government of India

Tender Details

Date : 26-Nov-2025 10:48 PM

Print

Basic Details

Organisation Chain	Santacruz Electronics Export Processing Zone Special Economic Zone Mumbai		
Tender Reference Number	SEEPZM-IT/14/2025-PROC		
Tender ID	2025_SEEPZ_887305_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Lump-sum
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	R-T-G-S
	2	NEFT

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Technical Documents
2	Finance	.xls	Financial Template

Tender Fee Details, [Total Fee in ₹ * - 5,000]

Tender Fee in ₹	5,000	Fee Payable To	SEEPZ SEZ AUTHORITY FUND	Fee Payable At	SEEPZ SEZ, Mumbai
Tender Fee Exemption Allowed	Yes				

EMD Fee Details

EMD Amount in ₹	45,00,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	SEEPZ SEZ AUTHORITY FUND	EMD Payable At	SEEPZ SEZ, Mumbai

[Click to view modification history](#)

Work /Item(s)

Title	PMC for carrying out Demolition of Standard Design Factory 1 and Construction of New Enterprises and Services Tower 3 in SEEPZ SEZ				
Work Description	PMC for carrying out Demolition of Standard Design Factory 1 and Construction of New Enterprises and Services Tower 3 in SEEPZ SEZ				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	0.00	Product Category	Consultancy	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work(Days)	NA
Location	SEEPZ SEZ, Andheri (E), Mumbai	Pincode	400096	Pre Bid Meeting Place	ONLINE
Pre Bid Meeting Address	Online	Pre Bid Meeting Date	08-Dec-2025 03:00 PM	Bid Opening Place	ONLINE
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	27-Nov-2025 09:00 AM	Bid Opening Date	18-Dec-2025 05:30 PM
Document Download / Sale Start Date	27-Nov-2025 09:00 AM	Document Download / Sale End Date	17-Dec-2025 05:00 PM
Clarification Start Date	27-Nov-2025 09:00 AM	Clarification End Date	06-Dec-2025 03:00 PM

Bid Submission Start Date	10-Dec-2025 09:00 AM	Bid Submission End Date	17-Dec-2025 05:00 PM
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Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	NIT	112.93	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	RFP_PMC_Nest3.pdf	PMC for carrying out Demolition of Standard Design Factory 1 and Construction of New Enterprises and Services Tower 3 in SEEPZ SEZ	1081.68
	2	BOQ	BOQ_932661.xls	Financial Template	364.00

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	hanishr.g171701@gov.in	Hanish Rathi	Hanish Rathi
2.	janesh.tripathi@gov.in	Janesh Tripathi	Janesh Tripathi
3.	divyanshi.goyal@gov.in	Divyanshi Goyal	Divyanshi Goyal

GeMARPTS Details

GeMARPTS ID	1ZPQ1VSGB84R
Description	PMC for carrying out Demolition of Standard Design Factory 1 and Construction of New Enterprises and Services Tower 3 in SEEPZ SEZ
Report Initiated On	26-Nov-2025
Valid Until	26-Dec-2025

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	Assistant Development Commissioner
Address	Office of The Development Commissioner SEEPZ SEZ, Andheri (E), Mumbai

Tender Creator Details

Created By	Hanish Rathi
Designation	ADC
Created Date	26-Nov-2025 08:28 PM



SEEPZ SEZ AUTHORITY

(As per GFR Rule 178 through e-procurement portal)

Request for Proposals

for

**Project Management Consultancy for carrying out Demolition of
Standard Design Factory - 1 & Construction of New Enterprises &
Services Tower – 3 in SEEPZ-SEZ, Mumbai**

Proposal Ref. No.:

Date of Issue: 26-11-2025

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

S. No.	Item	Description
1	Proposal Ref. No.	
2	Tender Title	Project Management Consultancy for carrying out Demolition of Standard Design Factory - 1 & Construction of New Enterprises & Services Tower – 3 in SEEPZ-SEZ, Mumbai
3	Request for Proposal (RFP)	RFP can be downloaded free of cost from the following websites: https://eprocure.gov.in/eprocure/app
4	Date of Tender Publishing	26–11– 25
5	Date and time till which queries can be sent	06–12–25 till 3:00 pm.
6	Pre-Bid Conference	08-12-25 at 3:00 pm WebEx Meeting Link : https://seepz.webex.com/seepz/j.php?MTID=m6bb9bca2cb28d5b5d1c70cfa16717bfa WebEx Meeting Number: 2513 392 5163 Password: PB@08
7	Last date and time for submission of proposals (pre-qualification documents and financial proposals)	17–12–25 till 5:00 pm
8	Earnest Money Deposit/Bid security	45,00,000 /- INR
9	Performance Bank guarantee	45,00,000 /- INR
10	Date and time of opening of Technical Bid documents	18–12–25 at 5:00 pm.
11	Expected date of Award of Contract	TBD
12	Helpdesk number for E procurement	TBD
13	Officer to be contacted in case of any queries	Shri Hanish Rathi Assistant Development Commissioner Email: hanishr.g171701@gov.in Phone: 022 – 28294756// 7976067037 With copy to seepz.pmu@gov.in

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Section 1 - Letter of Invitation

Proposal Reference No.

Date: 26-Nov-25

Tender Title: Project Management Consultancy for carrying out Demolition of Standard Design Factory - 1 & Construction of New Enterprises & Services Tower – 3 in SEEPZ-SEZ, Mumbai

The SEEPZ-SEZ authority invites sealed proposals from eligible firms/agencies/individuals having expertise in the field as well as similar experience to carry out demolition and construction works at their premises.

1. Details pertaining to the scope of work may be seen under the **Section 5 – Terms of Reference**.
2. The process of **Quality – cum – Cost Based Selection System (QCBS)** shall be followed for selection of suitable Consultant who qualifies the minimum technical qualification cut-off. The Bidding process shall be conducted in an online mode on the e-procurement portal which is publicly accessible using the web address as per **Section 3 – Data Sheet**. Consultants can download the RFP free of cost from this portal.
3. Interested Consultants must register on the e-procurement portal and upload their qualification information and financial proposals separately within the stipulated time and date as mentioned in **Key Information**.
4. Detailed instructions regarding online submission of proposals may be seen under **Section 2 – Instructions to Consultants (ITC)**. In case of any issues or queries related to the e-procurement portal, kindly send an email request to Shri. Hanish Rathi or contact on 022 – 28294756/ 7976067037.
5. 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.
6. Pre-qualification Information shall be opened online as mentioned in **Key Information**. Consultants can see the tender opening status by logging on to the e-procurement portal using their registered IDs.
7. Financial proposals of consultants who are able to secure marks for technical qualification cut-off shall be opened at a date which shall be pre-disclosed in **Key Information** or on the procurement portal. A list of technically qualified Consultants would be uploaded in the procurement portal prior to financial proposal opening.
8. SEEPZ-SEZ Authority reserves the right to accept or reject any or all of the proposals at any time during the bidding process at its sole discretion.

Sd/-

Assistant Development Commissioner,
SEEPZ SEZ Authority

Section 2 – Instructions to Consultants (ITC)

A. General

1. Introduction

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

2. Language of Proposals

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

3. Code of Integrity

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

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.

The bidder (Single Entity and/or all members of JV) shall submit Integrity Pact duly signed by authorized signatory. This shall be submitted along with the bid/ tender documents and shall become part of the contract agreement. The format of the Integrity Pact is provided under Bidding Forms.

4. Eligibility

- a) This RFP is open to eligible firms/agencies/individuals having expertise in the field as well as similar experience to carry out demolition and construction works at SEEPZ SEZ premises. SEEPZ employees, committee members, board members and their relatives (spouse or children) are not eligible to participate in the tender.
- b) The specific eligibility conditions shall be as prescribed under the **Section 3 – Data Sheet**.
- c) Consultants shall submit a declaration regarding its eligibility vis-à-vis all the criteria mentioned under the **Section 4 – Evaluation Criteria**.
- d) Bids may be submitted by a single entity or a Consortium/Joint Venture (JV) of entities or along with a Subcontractor.
- e) Submission of Bids in case of a Consortium / JV or Sub-consultants (for demolition consultancy, EHS, IGBC/green building, structural peer review etc. with prior approval of the Authority):
 - i. In case of a Consortium/JV:
 - The bid must clearly identify the Lead Member who shall be responsible for the execution of the contract and shall be authorized to incur liabilities and receive instructions for and on behalf of all members of the Consortium/JV.
 - The Consortium/JV shall submit a legally binding Joint Bidding Agreement (JBA) signed by all members, clearly outlining the roles, responsibilities, and share of each member. The JBA must remain valid for the duration of the contract.
 - The composition and structure of the Consortium/Joint Venture shall be in accordance with the applicable provisions of the General Financial Rules (GFR), 2017, including any subsequent revisions or amendments issued by the Government of India.
 - No member of a Consortium/JV shall be allowed to participate in more than one bid, either individually or as a member of another Consortium/JV.
 - All members of the Consortium/JV shall be jointly and severally responsible for the execution of the contract in accordance with the terms of the RFP and the Contract

Agreement.

- No change in the composition of the Consortium/JV shall be permitted after the submission of the bid without prior written approval of the SEEPZ SEZ Authority.
- ii. In case of a Sub-consultancy :
 - Subconsultant is allowed for works like demolition consultancy, EHS, IGBC/green building, structural peer review etc. with prior approval of the Authority , subject to prior approval of SEEPZ SEZ Authority. The main bidder remains fully responsible for all obligations and liabilities under the contract.
 - Details of the proposed subconsultant, including experience and agreement, must be submitted with the bid. No change in subconsultant is permitted after submission without written approval.

5. Online Proposal Submission Process

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

B. Request for Proposals

1. Contents of Request for Proposals

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

2. Clarification of Request for Proposals

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

3. Pre-Proposal Meeting

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

C. Preparation of Proposals

1. Documents Comprising Proposal

Envelope 1

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

Envelope 2

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

2. Period of Validity of Proposals

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

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

3. Format and Signing of Proposals

- e. 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.
- f. Authorized signatory of the Consultant shall sign, either physically or digitally, on each page of the Proposal. This signature should be accompanied by Consultant's official seal.

D. Submission and Opening of Proposals

1. Submission of Proposals

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

2. Deadline for Submission of Proposals

- c. Proposals must be received by the Client online on the e-procurement portal and at the address specified in the **Section 3 – Data Sheet** no later than the date and time specified in the **Section 3 – Data Sheet**.
- d. The date of submission and opening of proposals shall not be extended except when:
 - i. Sufficient number of proposals have not been received within the given time; or
 - ii. The RFP are required to be substantially modified as a result of discussions in pre-proposal meeting or otherwise and the time for preparations of proposals by the prospective Consultants appears to be insufficient for which such extension is required.
- e. In cases where the time and date of submission of proposals is extended, an amendment to the RFP shall be issued in accordance with ITC 8.

3. Late Proposals

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

4. Opening of Proposals

- f. The pre-qualification and technical qualification documents shall be opened online on the date and time stipulated in the **Section 3 – Data Sheet**.

- g. After due evaluation of the pre-qualification and Technical Qualification information, the Client shall inform the Consultants for meeting regarding the date of financial proposal opening.

E. Evaluation and Comparison of Proposals

1. Confidentiality

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

2. Immaterial Non-conformities

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

3. Determination of Responsiveness

- e. The committee constituted by the Client shall determine the responsiveness of a proposal to the RFP based on the contents of the proposal submitted by the Consultant;
- f. A Proposal shall be deemed to be substantially responsive if it meets the requirements of the RFP without any material deviation, reservation, or omission and is unconditional
- g. The committee shall examine the technical aspects of the proposal in particular to confirm that all requirements of RFP has been met without any material deviation, reservation or omission;
- h. Proposals that are not responsive or contain any material deviation shall be rejected. Proposals declared as non-responsive shall be excluded from any further evaluation. Decision of the committee in this regard is final and binding.

4. Evaluation of Proposals

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

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

The Client reserves the right to accept or reject any/ all proposals, and to cancel/

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

F. Award of Contract

1. Award Criteria

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

- 70% weightage will be considered for Technical Score (**TS**) obtained in the Envelope 1 (technical qualifications)
- 30% weightage will be considered for price quoted by the bidder in the Envelope 2 (financial proposal), this will be termed as Financial Score (**FS**)

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

$FS = 100 \times (L1/L)$ where,

'FS' is the financial score of the particular bidder

'L1' is the lowest Financial Quote (**combining gross quoted amount for all projects**) among all bidders

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

- For the purpose of calculation of **Composite Score (S)** for each bidder, the weightage shall be 70 % for the Technical Score (TS) and 30% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

$S = (TS \times 0.70 + FS \times 0.30)$

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

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

- Gross quoted amount = “Gross % of Service Charge” quoted x Estimated Project Cost

2. Notification of Award

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

3. Other Statutory Requirements

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

4. Signing of Contract

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

5. Order of Precedence

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

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

Section 3 – Data Sheet

ITC Para Reference	Particulars
ITC 1 b)	Client: SEEPZ-SEZ Authority, Andheri (E), Mumbai 400096 Procurement process: Open tender - two envelope Envelope 1 - Pre-qualification and technical qualification Envelope 2 - Financial proposal Method of Selection: Quality – Cum – Cost Based Selection (QCBS)
ITC 1 d)	Completion Date: As per Terms of Reference
ITC 4 b)	Eligibility Conditions: As per Evaluation Criteria.
ITC 6 b)	E-procurement Portal: As per Key Information
ITC 7 a)	Client's address: Office of the Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai – 400096 Client's email address: a) hanishr.g171701@gov.in, with copy to seepz.pmu@gov.in
ITC 7 b)	The Consultants may submit their requests for clarification no later than 7 days prior to deadline for submission of proposals.
ITC 8 a)	The pre-proposal meeting shall be held in Hybrid Mode at _____ The web-link to attend the pre-bid meeting is as follows: Meeting No. Password:

ITC Para Reference	Particulars
ITC 9 a)	Tender Fee: Rs. 5000 can paid by NEFT/Cheque/DD The beneficiary details are: Name of the Beneficiary: Seepz Special Economic Zone Authority Bank and Branch Name: Punjab National Bank, SEEPZ branch Account no.: 1253002100028398 IFSC Code: PUNB0125300 Payable at: Mumbai Earnest Money Deposit: Rs 45,00,000 OR 5% of Quoted amount (whichever is higher) to be valid till signing of Contract Agreement to be deposited in form of DD to “SEEPZ SEZ AUTHORITY FUND” and the hard copy to be addressed to Client’s address addressing Shri Hanish Rathi, Assistant Development Commissioner
ITC 11 a)	Validity of proposals from deadline of submission: As per ITC
ITC 14 a)	Date and time of proposal submission: As per Key Information
ITC 16 a)	Date and time of opening of pre-qualification documents: As per Key Information
ITC 25	Performance Security: 5% of contract value of Consultant to be valid till release of final payment to the consultant after defect liability period

Section 4 – Evaluation Criteria

I. Pre-qualification

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

S. No.	Eligibility Criteria	Supporting Documents
1	Must have an office in India, and should be registered as private company incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law abroad or Limited Liability Partnership (LLP) incorporated under the Limited Liability Partnership Act 2008 or equivalent act/law abroad.	Copy of the incorporation/ registration certificate
2	Must possess a valid GSTN and PAN	Copies of GSTN, PAN
3	Must have an average annual turnover of at least Rs. 100 crores during the past 3 financial years (FY22-23, 23-24, 24-25) from Consultancy Services.	i). CA Certificate to be submitted clearly stating the turnover from consultancy services for construction works. ii). Audited financial statements for the past 3 financial years. Provided Provisional statement shall be accepted in lieu of audited financial statement only for FY 2024-25.
4	Must have a positive net worth for last 3 financial years (FY22-23, 23-24, 24-25)	CA certificate clearly indicating the net worth.

S. No.	Eligibility Criteria	Supporting Documents
5	Must not be presently debarred/blacklisted by any procuring entity under the Central Government/ State Government, PSUs or by multilateral agencies such as World Bank, Asian Development Bank, etc.	Self-declaration of not having been debarred / blacklisted by any of the entities mentioned in this criterion at present.
6	Experience as a Project Management Consultant for successfully implemented /commissioned projects for Govt/semi Govt/private clients in last 7 financial year which should include all the following: - At least one (1) similar works worth Rs 240 cr OR - At least two (2) similar works worth Rs 150 cr each OR - At least three (3) similar works worth Rs 120 cr each Out of the above, experience of Project Management Consultancy for construction of similar works of at least one (1) G + 10 building OR built-up area of 8 lakh sq.ft. is required	Completion certificates issued by the clients. and/or In case more than 80% payment has been received in any ongoing work of defined category, CA certificate clearly mentioning the name of the assignment, scope of work, built up area of the project, value of the contract, etc.

Similar Works means “Industrial/ institutional building construction project including all services such as Civil Works, MEP, Firefighting/protection services etc. under single contract”

For experience outside India, NOC from parent company required.

II. Evaluation Process

1. Evaluation of Technical Qualifications

- (a) Bidder(s) who qualify as per the Eligibility Criteria given in the preceding Clauses will be shortlisted for further evaluation. They would be required to give a presentation of their methodology and understanding of the project strategy etc. before the Expert Committee. The past performance and credentials of the firm will also be assessed by a panel of experts. This will form a part of Technical Evaluation besides the Documentary Credentials submitted by the Bidder.
- (b) **Technical evaluation once completed, the financial bid of only technically qualified bidder shall be opened.** Financial Bids of only those Bidders who scores a minimum of 70 marks (qualifying) out of 100 in the Technical Qualification Criteria will be opened. (SEEPZ SEZ, Mumbai reserves the right to restrict the no of technically qualified bidders). The final selection of the successful bidder would be considered on the basis of the "Quality and Cost Basis Selection (QCBS)".

Final Selection - Quality and Cost Basis Selection (QCBS Method): -

1. The financial bids of only those Bidders who secure a qualifying mark of 70 will be opened on a date to be intimated later.
2. Financial Bids of those Bidders who failed to secure the qualifying marks shall not be opened.
3. The successful Bidder will be selected based on Combined Quality cum Cost Based System (QCBS)
4. Under QCBS, the technical proposals will be allotted weightage of 70% and the financial proposals will be allotted weightages of 30%.
5. Bid with the lowest quoted amount (L1) will be assigned a financial score of 100 and other bids will be assigned scores that are inversely proportional to their quoted amount.
6. The total score, both technical and financial shall be obtained by weighing the quality and cost scores and adding them up.
7. The calculation for arriving at the total combined score (Quality and Cost) is given below.

Marks obtained by a Bidder for the technical bid = TS

% fees quoted by the lowest bidder = L1

% fees quoted by any other Bidder = L

Points for Financial proposal of the bidder = $(L1/L) \times 100 = FS$

Combined technical and financial score(S) of bidder = $TS \times 0.7 + FS \times 0.3 = S$

8. The combined technical and cost scores of all the bidders will be calculated as above and the bidder who secures the highest combined score H will be selected as the successful Bidder.
9. The contract will be awarded to the successful bidder at his/her quoted /negotiated amount.

Technical Proposal Scoring Criteria

S. No.	Criteria	Evaluation Criteria	Maximum Marks	Supporting Documents
A	Technical Capacity of Bidder	Maximum: 60 Marks		
1	Experience in providing PMC for Construction of Industrial/ Institutional Project under a single contract during last 7 years (Projects successfully completed)	- More than ₹300 Cr: 25 Marks - ₹200 Cr to ₹300 Cr: 20 Marks - ₹120 Cr to ₹200 Cr: 15 Marks	25	Completion certificate clearly mentioning the scope of work, contract value and client name.
2	No. of years of experience in consultancy in similar works	- More than 10 years: 05 Marks - 5–10 years: 03 Marks - Less than 5 years: 01 Mark	05	For ongoing projects, a certification from the client that 80% of work has been completed or a certificate from CA that 80% of payments have been received, having clear mention of the scope of work, contract value and client name.
3	Experience in providing PMC Services (Ongoing/Completed) for any Industrial/ Institutional Projects under a single contract during last 7 years	- More than 25 Cr: 10 Marks - Between 15–25 Cr: 08 Marks - Between 5 to 15 Cr: 03 Marks	10	<i>All documents certified by CA must bear a valid UDIN (Unique Document Identification Number). The details mentioned in the certificate and the corresponding UDIN must match and be verifiable. Failure to comply shall render the documents non-</i>

S. No.	Criteria	Evaluation Criteria	Maximum Marks	Supporting Documents
				<i>compliant.</i>
4	Experience in GRIHA/IGBC Building (<i>Minimum 2 similar projects mandatory</i>)	Platinum or equivalent Rating: 5 Marks Gold Rating or equivalent: 3 Marks Silver Rating or equivalent: 1 Mark	05	1.GRIHA/IGBC Certification Letters Official certificate issued by GRIHA Council or IGBC confirming the building's rating (e.g., Platinum, Gold, etc.). 2.Client Completion Certificates Certificates from the client stating that the project was completed and achieved GRIHA/IGBC compliance. 3. Work Orders / Contract Agreements Copies of signed agreements showing scope of work included sustainability compliance.
5	Qualification and competence of the personnel to be deputed by PMC Services for NEST-3 Project of SEEPZ SEZ, Mumbai. (Qualification and Experience, Details along	Marking criteria project resources: - Minimum Experience required for all resources: - 5 Marks	15	CVs with undertaking from the company

S. No.	Criteria	Evaluation Criteria	Maximum Marks	Supporting Documents
	with CV to be submitted) (Max marks -15)	Minimum Experience +2 Yrs Additional Experience for all resources: - 10 marks Minimum Experience +4 Yrs Additional Experience for all resources: - 15 marks In case of non-compliance for Minimum Experience and Qualification for all project resources mentioned, zero score will be allotted)		
B	Financial Capability	Maximum: 10 Marks		
1	Average Annual Financial Turnover from Consultancy/ PMC services in last 3 financial years ending March 2025 (Min eligibility ₹100 Cr)	- Above ₹500 Cr: 05 Marks - ₹300 Cr–₹500 Cr: 04 Marks - ₹100 Cr–₹300 Cr: 03 Marks	05	Audited financial statements for the past 3 financial years. Provisional financial statement certified by the CA shall be acceptable only for FY 2024-25. CA certificate clearly specifying the volume of turnover from
2	Net Worth during last financial year ending March 2025	- Above ₹200 Cr: 05 Marks - ₹150 Cr–₹200 Cr: 04 Marks - ₹50 Cr–₹150 Cr: 03 Marks	05	

S. No.	Criteria	Evaluation Criteria	Maximum Marks	Supporting Documents
				services of similar nature and that the bidder has positive net worth during last FY.
C	Presence in Maharashtra & Experience in PMC	Maximum: 05 Marks		
1	Proof of office in MMR Region	03 Marks	03	Certificate of Incorporation/ Lease Deed.
2	At least 10 years of experience in consultancy/ PMC services in Maharashtra	02 Marks	02	Completion certificate clearly mentioning the scope of work, contract value and client name.
D	Presentation on Approach, Methodology & Past Experience	Maximum: 25 Marks		Presentation to the evaluation committee.
1	Project Understanding		05	
2	Approach, Methodology and Work Plan		10	
3	Innovation in implementation		10	
Total			100	

Note: For experience outside India, NOC from parent company required.

2. Opening and Evaluation of Financial Proposal

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

Section 5 – Terms of Reference

i. Background Information

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

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

The Client has recently engaged a Master Planner for a 30-year perspective planning assignment comprising two components: (i) a Detailed Master Plan for the ~44.51 Ha SEEPZ-SEZ campus, and (ii) Detailed Architectural Design for a model building of NEST-3, estimated at ~Rs. 300 crores. Together, these aim to create a cohesive planning and design framework for SEEPZ-SEZ Vision 2.0, the "Golden Gateway to Global Markets."

Under Package 1, the Consultant will review existing plans, assess land suitability, interpret the development vision, and prepare a comprehensive master plan based on updated surveys and geo-referenced data. The scope includes land-use planning, zoning, mobility planning, utilities, urban design guidelines, sustainability integration, and all required surveys and technical assessments.

The Consultant will develop a Final Base Map, present three concept master plan options, and, after Board approval, produce the Detailed Master Plan and Statutory Plan covering layout designs, FSI utilization, 3D visualizations, infrastructure planning (water, power, ICT, drainage, fire systems, e-mobility), and implementation strategies. Co-ordination with statutory authorities, preparation of DPRs, and support during approval processes are also included to ensure an integrated, future-ready SEZ blueprint.

Package 2 Focuses on the Detailed Architectural & Engineering Design of a model building, serving as the prototype for future SEZ development. The Consultant will prepare a comprehensive report. The design concept must meet user requirements and conform to IGBC/LEED/GRIHA sustainability standards. After client approval of the architectural scheme, the Consultant will prepare detailed layout plans, space planning, and coordinated designs in consultation with user departments. Tasks include obtaining statutory permissions, preparing area statements, and issuing Design Basis Reports (DBR), General Technical Specifications, and Good for Construction (GFC) drawings. Detailed drawings will cover floor plans, elevations, sections, façade treatments, wall

profiles, staircase/lift details, fire-fighting integration, electrical and ICT services, water supply, waste management, landscaping, parking, circulation, and special building features. The Consultant must also prepare 3D BIM models (LOD 300/350) for all disciplines as per ISO 19650 standards to support design co-ordination, clash detection, and quantity estimation. The architectural design will be fully aligned with the Master Plan under Package 1, ensuring thematic continuity, scalability, and replicability for future developments within SEEPZ-SEZ.

The standard design factory (SDF 1) was constructed in year 1975 and is in dilapidated condition. As the part of the redevelopment, SEEPZ- SEZ Authority have developed NEST 1 & NEST 2, (New Enterprises & Services Tower). The tenants of standard design factory (SDF 1) are relocated to newly constructed NEST 1 & NEST 2.

After the demolition of SDF 1, SEEPZ SEZ Authority intends to develop NEST 3 on the SDF 1 site as the part of the redevelopment.

In this backdrop, the Client seeks to engage a Project Management Consultant (PMC) to carry out demolition of SDF 1 and Construction of NEST 3

The macro details of Projects are as under:

Project No.	Name of the Work	Existing/Proposed Built up area (sqft)	Estimated Project Cost (Rs. Cr)*	Estimated Timeline for projects**	Defect Liability Period for Consultant
1	Demolition of Standard Design Factory 1	2.5 lakh	-	3 Months	-
2	Construction of New Enterprises & Services Tower – 3	8 lakh	300.00	30 Months	12 months

**The estimated quantity/ project costs and works may vary 10 – 15% upwards or downwards.*

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

ii. Detailed Scope of Work

The Roles and Responsibilities of the Project Management Consultant (PMC) shall primarily be:

Prepare the Scope, of contractor, review the designs, drawings and related documentation /

submissions of Civil, MEP & other setup along with procurement, installation testing & commissioning of NEST-3 Building. The scope shall include demolition of the existing SDF-1 building and complete lifecycle management of NEST-3 building works, covering pre-construction, construction, and post-construction phases in compliance with SEEPZ SEZ, Mumbai norms.

The broad scope includes but not limited to:

- 1) Study the Concept Plan, Master Plan, Good for construction drawings, BOQ and Cost Estimate, Technical Specification for NEST-3
- 2) Verify whether the drawings and specifications are in alignment with the intended scope of works/ design brief
- 3) Verify whether the drawings and specifications are executable at site, required materials are easily available or whether there are issues in procurement of any particular materials
- 4) Verify whether there are any constraints / bottlenecks and or fouling with other scope of works, civil structural members etc.
- 5) Selection of Mode of Procurement (Single Contract or separate contract for Demolition and Construction, Item Rate of EPC with proper justification and cost-benefit analysis)
- 6) Preparation of SOPs for demolition and other major works
- 7) Bid process management for contractor onboarding which includes but not limited to:
 - o Preparation of RFQ cum RFP
 - o Bid evaluation
 - o Assistance in award of LOI/LOA/Work Order/Contract Agreement to successful bidder
- 8) Preparation of L2/ L3 level work plan taking inputs from contractor
- 9) Review of Quality and Safety Assurance Plan by the contractor
- 10) Review of bar bending schedule
- 11) Construction supervision as per set quality, cost and timeline
- 12) Maintaining MIS dashboard
- 13) Co-ordinating and attending review meeting with Consultants, Contractors and Authority and highlight any risk with proposition of amicable solution
- 14) Value engineering in terms of time, cost, quality and workability
- 15) MEP services includes but not limited to;
 - o Plumbing and Sanitation,
 - o Fire Alarm and Fire Fighting works,
 - o Sewage treatment system / Effluent Treatment system,
 - o Water Treatment System,
 - o Gas and Other Utilities, electrical distribution System (HT & LT Paneling), DG set etc.
 - o Utility Lines from the nearest source till the site in terms of Transformer, VCB, ACB, OCB etc,
 - o Ventilation – HVAC, Compressed Air Lines,
 - o Installation of Solar Energy
- 16) Security and access control systems as per SEEPZ SEZ standards
- 17) Integration with SEEPZ infrastructure for power, water, and effluent treatment
- 18) Ensure timely completion of the building with set quality and safety
- 19) Assist Authority in issuing Primary Acceptance Certificate (PAC) and Final Acceptance Certificate (FAC) after the Defect Liability Period (DLP) of the contractor

Contract Management and Bill certification for all the works executed at site (Demolition, Civil, MEP and other services and utilities) preparation of the bid / contract documents of the

consultants / contractor. Thereafter the brief to various contractors, agencies involved etc. to the final commissioning of the project. The PMC shall, for all practical purposes, ensure the project control over Safety, quality and cost.

In general, PMC will coordinate the integration of all civil and MEP vendors and their services to control the total process from project preliminary design through to implementation, handing over and post construction till the start of Production, and PMC will perform this to the best of its ability to achieve the following goals, measured by relevant indicators

- The satisfactory operation of the building when completed.
- Respect of SEEPZ project time schedule and budget.
- Respect of the objectives with regards to the operating performances.
- The proposal of objective solutions.
- To check and demonstrate the conformance of Quality standards, designs and drawings
- Resolve technical issues / cost gaps.

Building should reflect SEEPZ values and respect for environment. PMC shall be responsible to meet the Safety, Quality and Cost budget targets set by SEEPZ SEZ, Mumbai. In doing so, PMC shall deploy a competent and flexible project organization structure and appropriate Man-Month deployment schedule.

The PMC shall not make commitments on behalf of SEEPZ without prior written approval. In the event that SEEPZ issues a verbal instruction or direction to the PMC, such instruction or direction shall be noted in some form of written documentation including meeting minutes, request for information, faxes, memo, letter or some other written format. However, any commitment that affects the project cost or schedule shall require SEEPZ's prior written approval.

The Consultant is responsible for delivering the duly completed project to the Client divided in 2 Projects comprising of Four phases, i.e. **Demolition Stage, Pre - construction stage, Construction stage and Post construction phase** as given below:

Phase I - Demolition Stage

1. Preliminary Activities

- 1.1 Conduct Reconnaissance Survey of the site to assess existing RCC structure, utilities, and services.
- 1.2 Document site conditions with photographs and notes for reference.
- 1.3 Prepare detailed Demolition BOQ and cost estimate as per latest CPWD guidelines/standards.
- 1.4 Determine procurement mechanism (Lump Sum, Item Rate, etc.) for onboarding demolition contractor.
- 1.5 Conduct Site Safety Assessment and prepare a demolition safety plan in compliance with OSHA/IS codes.
- 1.6 Coordinate disconnection of utilities (electricity, water, gas, telecom) and obtain necessary clearances.

2. Advisory & Assistance

2.1 Provide advice and recommendations on:

- 2.1.1 Pre-qualification criteria for bidders.
- 2.1.2 Payment terms and obligations of Client and Contractor.
- 2.1.3 Scope of work for demolition contractor.

2.2 Technical scope guidance to include:

- 2.2.1 Demolition of existing RCC structure and plumbing works.
- 2.2.2 Dismantling of electrical works.
- 2.2.3 Removal of services – water supply, fixtures, interiors, etc.
- 2.2.4 Disposal of unserviceable materials.
- 2.2.5 Cost appreciation from serviceable materials.

2.3 Prepare Safe Operating Procedure (SoP), Risk Assessment and Mitigation Plan for dust, vibration, and noise control as per Regulatory Norms.

3. Tendering & Contracting

- 3.1 Prepare RFQ cum RFP and Draft Contract Agreement in co-ordination with Client/prospective bidders.
- 3.2 Assist the Authority in floating RFQ cum RFP in CPPP/ GeM.
- 3.3 Conduct pre-bid meetings, prepare clarifications, and facilitate site visits.
- 3.4 Prepare bid evaluation sheet and provide recommendations.
- 3.5 Advise on re-tendering if required.
- 3.6 Prepare and issue LOI/LOA/Work Order/Contract Agreement for selected contractor.
- 3.7 Support contract negotiations until signing.
- 3.8 Advise on contractor's insurance requirements (Workmen Compensation, Third Party Liability, etc.) and performance guarantees.

4. Regulatory & Compliance

- 4.1 Assist Client/Contractor in obtaining NOCs from Special Planning Authority (MCGM/MIDC) and other statutory bodies.
- 4.2 Ensure contractor follows all norms for demolition issued by Pollution Control Board and environmental bodies governed by the Centre.
- 4.3 Conduct Environment Impact Assessment (EIA), if required, and integrate findings into design and execution plans

5. Salvage & Scrap Management

5.1 Implement Scrap Buyback / Salvage Clause:

- 5.1.1 Prepare detailed inventory of salvageable materials (structural steel, electrical fixtures, plumbing components, etc.).
- 5.1.2 Estimate potential cost recovery from sale or reuse of materials.

- 5.1.3 Coordinate with Client to determine disposal mechanism (buyback, auction, reuse in upcoming construction).
 - 5.1.4 Ensure compliance with environmental and municipal regulations for disposal.
 - 5.1.5 Submit report detailing quantity, quality, valuation, and disposal method of salvaged materials.
 - 5.1.6 Account financial benefit from salvage in overall project cost optimization and report transparently to Client.
- 5.2 Prepare Waste Segregation Plan for hazardous and non-hazardous materials and ensure safe disposal of hazardous waste (e.g., asbestos, chemicals).

6. Reporting & Documentation

- 6.1 Submit Demolition Completion Report covering demolition activities, salvage details, cost analysis, and compliance status.
- 6.2 Provide weekly progress reports and maintain photographic records of demolition stages.
- 6.3 Issue Final Certification confirming safe and complete demolition, clearance of debris, and compliance with statutory norms.
- 6.4 Perform any other works deemed fit for successful and timely completion of the project.

Phase II - Pre-construction Stage

7. Development of Project Charter

- 7.1 Project Charter stage involves finalization of project scope & objectives, package bundling, conceptual design, consultant and team and setting up of communication matrix and defining procurement strategy. It essentially involves:
 - i. Bundling of Packages
 - ii. Contracting Mode Decision/ Plan
 - iii. Provide comparative cost-benefit analysis for different mode of procurement (viz. Item Rate/ EPC tender etc.) to assist Client in selecting optimal procurement strategy
 - iv. Communication Matrix Finalization
- 7.2 Prepare Phasing & Execution Strategy-Logistics & temporary Structures

8. Design

- 8.1 Design stage includes providing suggestions, recommendations, and inputs about various aspects of the project design. The design stage involves:
 - i. Lead Value Engineering Exercise with reference to Design efficiencies (Architectural, Structural & MEPF).
 - ii. Graphical Presentations on Design Inputs
 - iii. Finishing Matrix Finalization
 - iv. Maintain Drawing Register and Inward/ Outward record
 - v. Attend & organize project co-ordination meetings with the Client and Design and Architect Consultant

9. Planning

- 9.1 The planning stage is related to creating a structure for project completion by identifying critical milestones and budgeting for future project requirements. The stage includes:

- i. Milestone scheduling
- ii. High-level budgeting

10. Contracts Management & Procurement

- i. Detailed Request for Quotation (RFQ) cum Request for Quotation (RFP) Preparation
- ii. Coordinate with Client/Consultant for RFQ cum RFP preparation
- iii. Prepare & Finalize Vendor/Bidder Directory
- iv. Provide advice, assistance and recommendation on the pre-qualification criteria
- v. Assistance in floating RFQ cum RFP in procurement portal
- vi. Assist the client as requested in bid analysis
- vii. Provide advice on any packages that are required to be re-tendered
- viii. Negotiate works contracts
- ix. Preparation of Issue of LOI/LOA/WO/Contract Agreement
- x. Prepare/Track/Monitor the RFQ cum RFP Schedule & highlight the Critical Procurements to keep the project on Schedule.
- xi. Co-ordination with client & contractor for procurement
- xii. Co-ordination with Consultants/ Vendors for procurements - with reference to Technical Specifications.

Description of each module are as follows:

(a) Project Development Strategy

- i. Discuss and understand NEST-3 project development strategy including Project Schedule, Budgets, Design specification, Quality, Environment, Health and Safety requirements.
- ii. Establish all the necessary project parameters and work out the detailed program of work that coordinates and integrates project activities in the form of a PERT/CPM chart, controlling and guiding the various operations involved in the project in a pre-determined time frame to ensure timely completion of the project.
- iii. Sequencing of works to facilitate, design-delivery, pre-qualification, bidding and awarding of contracts, taking into consideration such factors as time of performance, sequencing of the performance, availability of labour and overlapping of work.
- iv. Preparation of coordinated Master Schedule which includes all the contractors working at site and the equipment, etc.
- v. Preparation of Procurement Schedule.

(b) Appointment of Contractors and Agencies for the Project

- i. Preparation of Tender Documents for appointment of Contractors / vendors for the Project proposing and discussing the Evaluation Criteria.
- ii. Preparation & Review of General Contract conditions & Special contract conditions
- iii. Carrying out Review of the Designs and Drawings prepared by consultant including but not limited to
 - Civil and Structural/ MEP/ Electrical HT & LT work and Electrical Distribution System
 - Ventilation - HVAC, Compressed Air Lines
 - Plumbing and Fire Fighting and Storm Water Drainage
 - Gas & other utility Lines
 - Solar Energy
 - Rainwater Harvesting etc.
 - Landscaping
 - External:
 - Development of plot/ site

- Laying of Transmission/ Gas and other utility lines from the nearest source till the site
- iv. Preparing “PMCs’ Evaluation Report” and Recommendation to SEEPZ SEZ, Mumbai.
- v. Preparing & discussing the Design Brief & Delivery Schedule with the Design Consultant, & present to SEEPZ SEZ, Mumbai
- vi. Similarly assisting in appointing other necessary agencies in consultation with Consultants & SEEPZ SEZ, Mumbai
- vii. Proposing types of contracts and packaging strategies.

(c) Planning/Design Management

- i. Organizing “Inception Workshop” - with all stakeholders
- ii. Establishing Communication Protocols-including schedule of regular review meetings and reports
- iii. Establishing Codes/Standards to be followed
- iv. Regulatory/Building norms & approvals
 - Planning Options
 - Design Options
 - Construction-technology Options
 - Materials’ availability and Options
 - EHS Policy
- v. Establishing the Design-Brief in co-ordination with consultant and SEEPZ SEZ, Mumbai.
- vi. Establishing preliminary project-estimates
- vii. Planning delivery schedules for Design, Design Review and other agencies associated
- viii. Supervise and monitor the progress of Design
- ix. Planning Project/Regulatory Approvals
- x. Managing detailed planning and design delivery, tender documents, etc.
- xi. Value-engineering workshops and incorporation
- xii. Harmonizing Material Specifications
- xiii. Managing, Controlling, and Coordinating BOQ, Drawings
- xiv. Verify the Bill of Materials and it’s costing
- xv. Propose relevant raw material purchasing strategy in order to prevent cost increase.

(d) Project Management

- i. PMC, after evaluating the needs and requirements of the project shall:
 - Develop the Master Schedule for the Project in MS Project/ Primavera taking input from Contractor/ Consultants
 - Develop the Master Budget for the Project
 - Establish a list of all deliverables associated to Project schedule
 - Develop cash flow projections for the project in consultation with the SEEPZ SEZ, Mumbai.
 - Track actual progress against scheduled progress
 - Warn of impacts on the schedule and project cost of various eventualities; like the effect on the timing of downstream activities due to delay in a particular activity.
 - Determine whether the Contractors’ estimate of resource requirement is sufficient to achieve the Contractors’ schedule.
 - Produce graphic outputs for use in fortnightly Progress Reports.
 - Coordinate with Design Consultant/ Architect.
 - Preventive, proactive project management regarding technical issues,

government, legal & labour regulations

The monitoring and reporting activities will be so designed and interlinked as to constitute a Comprehensive Management Information System and the data collection will focus on the aspects of activities, time, resources, Quality and cost. The reporting system will provide for the identification of actual bottlenecks and potential problem areas. This will encourage forward planning and allow initiation of corrective measures (e.g. reallocation & augmentation of resources) before serious delays occur.

(e) Close Co-ordination with all stake holders

PMC will provide an interface among all the agencies involved in the project and SEEPZ SEZ, Mumbai. PMC will also ensure that the:

- Designs conform to the agreed design-program.
- Specifications are correct and best in the industry and are within the budget.
- Follow the bye laws and conditions laid down by the statutory bodies

(f) Close Contact shall be maintained by PMC with all the agencies right from the start to ensure that the designs conform to the design programme prepared by SEEPZ SEZ, Mumbai, follow the bye laws and conditions laid down by the statutory bodies and is within the cost parameters. Preparation of submissions and obtaining statutory approvals from the local enforcing agencies will also be closely monitored so that the construction work can start as per programme. SEEPZ SEZ, Mumbai will be kept apprised of the progress all along. Design Consultant/ EPC Contractor shall be encouraged to provide multi-options and detailed design-calculations, to facilitate Design Review / Value-engineering input. Visit to contractor/supplier place if necessary to expedite the work, to check the quality of supply etc.

Value Engineering
PMC shall provide Value-engineering inputs constantly during this phase, as per the established practice. Life-cycle costing, where applicable, will be used as a tool for evaluating various options

(g) Change - Control Management system

PMC to device a Change-control Management procedure and the same shall be explained in detail and suitable training will be provided to all stakeholders. It is recognized that this training may have to be provided at more occasions than one, during the project span.

(h) Environment, Health and Safety

PMC will work out an appropriate EHS System suitable for this project in consultation with the client, and adhering to client's EHS requirements. While working out this, PMC will take following steps:

- Establish EHS Policy
- EHS procedures and Formats
- Provide Training to all Stake Holders
- Monitor Performance on EHS and Retain
- Prepare and share Compliance Reports at a given intervals
- Ensure that the Non-environmental friendly products are not used/specified by any of the associated agencies

(i) Quality Assurance and Control

- i. PMC shall prepare a Quality Assurance Manual for extensive usage during the implementation phase of the project. The objective of preparing the Quality Assurance Manual shall be to evolve guidelines for supervision and monitoring etc. so that the quality of all construction work is assured. The Manual, once ready shall be used for reference by the Design consultant, Contractors, SEEPZ SEZ, Mumbai and other

necessary agencies involved in the project.

- ii. The Quality Assurance System shall primarily focus on:
 - o Scope and nature of works
 - o Control of materials, works and workmanship prepared in Consultation with the Design consultant
 - o Site organization of the contractor, Design consultant and other required agencies
 - o Item wise description of work including methods, materials and specifications.
- iii. The development of the quality assurance system covers the concepts of statistical quality control during the process of production and acceptance inspection after production and during execution of works.
- iv. While the quantum and nature of work can be assessed fairly in detail at the pre-commencement stage, the available resources can be properly assessed only on finalization of detailed work programme and method of works by the Contractor. In view of the above, it is suggested to evolve, in discussion with the contractor, at the time of finalization of contract document a Quality Assurance System, considering the quantum of work and this will finally form the basis for preparation of Final Quality Assurance System, to be adapted on a day-to-day basis. In this process, the PMC will check the Contractor's own quality control arrangement and will assist the Contractor to set up a site quality control laboratory. PMC shall also assist in close co-ordination with the third-party quality inspecting agencies, if any appointed by SEEPZ SEZ, Mumbai.

(j) Pre-Qualification and Identification of Contractors

- i. Develop procurement strategy suited specially to the project in consultation with SEEPZ SEZ, Mumbai.
- ii. Develop pre-tendering process
- iii. Develop procedure & procurement-program
- iv. Evaluate suitability and sustainability of all prospective vendors
- v. Contract packaging
- vi. Establish criteria for contractor's pre-qualification
- vii. Identify potential contractors, Pre-qualify them and recommend to the client
- viii. PMC shall assess in close co-ordination with the SEEPZ SEZ, Mumbai and Design Consultant, suitable prospective Contractors for the project by giving recommendation on basis of the match of credentials submitted by them, to the finalized procurement strategy and as per procedures laid down and on the basis of the PMC's experience on suitability of the contractor. PMC will recommend issuing of Tender documents to the pre-qualified contractors.
- ix. PMC shall evaluate various options/alternative procurement strategies at this stage and after finalizing the procurement strategy, contract-packaging shall be decided and most suitable strategy shall be adopted, in consultation with SEEPZ SEZ, Mumbai and Design Consultant-GC contractor Typical decisions at this stage shall cover Conventional item-rate Contracts or Lump sum Contracts.

(k) Tendering and Award of Work *(For all the agencies to be appointed)*

- i. Market-rate analysis & preparation of Shadow Budgets
- ii. Analyse and recommend options of contract splits
- iii. Establish selection criteria for contractors
- iv. Floating the tenders
- v. Organize pre-bid meetings
- vi. Clarify queries raised by the Contractors along with the design consultant.
- vii. Scrutinize the bids of various contractors, prepare bid evaluation report, attend price

- negotiation meeting and recommend the most suitable contractor for award of work for various contract packages
- viii. Finalizing the Project Budgets
- ix. Establishing Change-Management Protocol
- x. Including spares and maintenance options in contracts

Phase III - Construction Stage

Execution: The execution stage involves setting up work methodologies, defining SOPs and taking care of implementation aspects of a project at hand. It involves handling the following aspects:

- (a) Micro-level Scheduling
 - i. Using Scheduling Tool- MS Project, Primavera, Excel Base
 - ii. Defining Detailed Floor Wise Activity Schedules (Plan vs Actual)
 - iii. Graphical Schedule on Outer Activities
 - iv. Tracking delays & Critical Activities
- (b) Site Execution Approach
 - i. Onsite Checklist Implementation
 - ii. RCC Activities execution Checklist
 - iii. Finishing Activities execution Checklist
 - iv. MEPF Package execution Checklist
 - v. Co-ordination & Supervision of daily works.
 - vi. Vendor & Contractor Management.
 - vii. Work front availability & planning.
 - viii. Ensure works are carried as per the Quality & Safety standards.
- (c) Quality
 - i. Ensuring compliance of Quality Assurance Plans & Quality Plan
 - ii. Implementation of Detailed Quality Field Checklists
 - iii. Witness Verification-approval of for Third party Field & Lab Tests, Testing & Commissioning
 - iv. Carry out & conduct Quality walk/Quality Visits/Quality Meeting/ Audit.
 - v. Mock Up Creation/ Recommendation & Approval by Client.
- (d) Safety *(If Core Safety implementation in PMC scope & Separate resource deployed)*
 - i. Ensuring compliance of Safety Plan
 - ii. Implementation of Safety Checklist & Work Permits Process
 - iii. Tool Box Talk
 - iv. Carry out & conduct Safety walk/ Safety Visits/ Safety Meeting/ Safety Audit.
- (e) Monitoring Detailed Budget & Cash Flows
 - i. Preparation & Compilation of Detailed Budget
 - ii. Cash Flow Preparation with respect to incurred cost
 - iii. Implementation of Change Request Processing
 - iv. Incorporation of All approve change request. (Design/Cost/Time)
- (f) Material Requisition
 - i. Preparation of Material Requisitions- Material procurement support – with monthly and quarterly look ahead schedules.

(g) MIS & Reporting (Daily/Weekly/Monthly)

- i. Resource Deployment (Plan vs Actual). Also, Maintain detailed registers for manpower deployment and material tracking in approved formats to monitor resource utilization.
- ii. Project Progress (Plan vs Actual)
- iii. Material Tracker
- iv. Safety Matrix
- v. Delay Matrix: Maintain Hindrance Register at site in approved format to record delays, reasons, and mitigation actions
- vi. Site Photographs
- vii. Daily Quality Observations (Quality & Safety)
- viii. Sustainability and environment : Ensure compliance with IGBC Platinum rating requirements under Indian Green Building Council framework, including co-ordination with certification agency, documentation, audits, and submission of final certification to Client. All costs associated with certification shall be taken care under the contract by PMC.

(h) Meetings

- i. Preparation of Agenda & MOMs
- ii. Every Week Site Meeting
- iii. Monthly Project Control Group Meeting

(i) Billing & Invoicing

- i. Certification of Quantity Sheet/ Joint Measurement Book as per executed Site Measurement.
- ii. Tendered Basic Rate/ Free Issue materials management & recoveries as per contract.
- iii. Any Variation to be approved vide Change Request Form & take approval of consultant/Client.
- iv. Co-ordination & Assistance for Statutory & Labour Compliance- Pre-Check by PMC -for Billing -Co-ordination with Vendor/Labour Consultant for the same.
- v. Ensuring the Contractual conditions are complied with.
- vi. Payment Certification as per approved Contractual obligations
- vii. Preparation of Cash Flow- Monthly/Half Yearly.
- viii. Data Management -Bills received/ Certification & Processed.
- ix. Maintain-Bill registers.
- x. Adhering to the agreed Billing & Payment Cycle.
- xi. Co-ordination with Accounts & Finance for release of funds.

Construction stage covers Risk Management and Site Management Services during execution of works until and including production start.

The following elements are covered under construction stage.

(a) Value Engineering Description

- i. Identify objectives of value-engineering in consultation with client
- ii. Examine in detail and prepare opportunity cost option for the project
- iii. Organize maximization of the opportunity cost option by balancing time, cost and quality
- iv. Advise client on long-term savings even though these may lead to higher initial cost. This will be based on life cycle of each infrastructure work and building options.

(b) Cost Management

- i. Right from the stage of the award of work to the selected Contractors/ vendors/agencies, the PMC will determine financing requirements, cost modeling and proving of cost parameters via consideration of alternatives and testing of the model, through comprehensive cost control and reporting.
- ii. PMC will strive to ensure maximum value for money and security of cost.

(c) Set up cost control procedures

- i. The PMC will develop the customized cost control procedure. This will be done by reviewing expenditure made vis-a-vis the physical progress of work or payment made.
- ii. If there is any likely over run, the PMC will alarm SEEPZ SEZ, Mumbai in time.

(d) Scrutiny of Bills & Issuing Certificates

- i. The PMC will scrutinize the bills as per terms of contract and quality certificates and issue certificates for payments.
- ii. PMC will ensure that the bills certified are for the work done as per contract/specifications and requirement.

(e) Finalization of Extra Item Cost

- i. The finalization of extra items will be done based on the project requirement and duly authorized by client. The rate for extra item will be based on rate for similar item in the contract or to be analyzed as per the market rates.
- ii. PMC will device a suitable methodology for finalizing the extra items as per the prevailing condition in Indian market.

(f) Identify the cash flow requirement

- i. The PMC will identify the cash requirement per month in the project based on work programme of the contractor, The look-head cash flow requirements for the next six month need to be workout by PMC.

(g) Review of Cost Control

- i. The periodical review of cost incurred and to be incurred will be carried out to effect the cost control and revised costing will be done if required. Suitable software for cost control will be used.

(h) Programme Management

- i. This will consist of identification of all linked and critical activities from inception to completion of the project, in order to examine influences external to and thus, outside the control of the project thereby integrating the same with the risk management process.
- ii. The scope of services towards project monitoring shall be as follows:-
- iii. Identify the key activities in detail, and the critical path
- iv. Prepare periodic review reports of the entire set of activities sothat the problem areas can be identified and timely corrective action taken.
- v. Hold periodical site monitoring meetings and issue minutes thereof
- vi. Render monthly progress reports to the client, which will comprehensively cover the progress and quality parameters. Upgrading the PERT programmes, cash flow requirements and the expenditure incurred till date, the revised project cost, hindrances, if any, and any other relevant matter.
- vii. Program Management will also provide comprehensive and integrated general and technical management and operations support services that are required to operate a

program of work and to produce a complex facility through execution of a number of closely related tasks/projects.

(i) Program Management and Control

- i. The main focus will lie on
 - Project Control system
 - Preparation of Programmes, Project Control
 - Program Change
 - Program Reporting
 - Proper Project control function will ensure the ability to balance and meet the requirement of SEEPZ SEZ, Mumbai.
- ii. The Project Manager, along with Project Control Manager will regularly monitor the baseline Master Schedule with the help of "MS Project"/Primavera and cost budget against actual progress in overall program and project element implementation to ensure early detection of deviations from targeted goals and plan and the formulation of recovery plans.
- iii. The program control also includes the following components:
 - Change control
 - Resource optimization
 - Interface with other organizations
 - Cost Control with raw material focus
 - Accounting Control Reporting
 - Technical design criteria Quality control Procedure
 - Record keeping / Documentation Management
- iv. Following tools will be used to manage and communicate information and tasks:
 - Posting of all procedures and policies
 - Library of control documents/specification/records of negotiations
 - A master project schedule with hierarchically arranged milestone listing and critical path extracts
 - Management of the financial resources
 - General Review on design including archiving of CAD files, Shop drawing sand as-builts, Operating and Maintenance Manuals
 - Executive reports, summaries and other essential information to assist decision makers all levels throughout the Project.
 - Scheduling with Master Project Schedule (MPS), linking with budget for cost control.
 - Work plan updated on monthly basis based on information available from the Contractor.
- v. The MPS will be developed for accomplishment of following:
 - Monitor, Manage and report Project status
 - Compare Progress with Schedule
 - Determine Variance
 - Compare costs to take corrective action

(j) Contracts Administration

- i. Support Contracts Preparation
- ii. Claims and dispute resolution and settlement
- iii. Inter-contract and Inter-discipline construction integration
- iv. Records of correspondences and preparation of suitable contractual correspondences during project execution.

(k) Construction Technical Audit

- i. PMC's team to provide document, cost and schedule audits that includes: Performance by contractor on milestone progress on monthly basis. Quality assurance of performance standards.
- ii. Review of Shop drawings. Review of Jobsite meetings
- iii. Inspection services
- iv. Material testing as per approved QAP.
- v. As built drawings Vs issued for construction drawings.
- vi. Maintain Third party audit reports

(l) Risk Management

- i. PMC's team will formulate the risk management plan to identify potential risks, set criteria for rating risk levels, and set procedure for responding to and monitoring risk response.
- ii. Such a risk matrix template will be presented to client within 2 weeks after contract signature and will be systematically included in monthly report.

(m) Contractual safeguard

- i. Support will consist of rendering timely advice and taking such measures that project interests at all stages of the contract.
- ii. For this the PMC will provide the following services:-
 - o Check the Approval consultant timely approvals from statutory bodied at all the stages of the project
 - o Strive to provide all support needed to avoid litigation
 - o Provide formalized and well-drafted contracts and agreements
 - o Appraise SEEPZ SEZ, Mumbai regarding seeking legal advice pertaining to the project during the currency of the project, if required

(n) Setting out for work

- i. PMC shall check all setting out data and laying of construction lines, levels and layout so as to ensure conformity of the contract. A report for the same shall be submitted at the onset of all the packages.

(o) Review and recommend contractor's work schedule, inputs and methods.

- i. Review contractor's work schedule, revisions thereto if any, and any such plans or programmes that the contractor may be obliged to furnish.
- ii. PMC shall Assess the adequacy of all inputs such as materials and labour provided by the contractor and his methodology of working and techniques proposed in relation to the required rate of progress and when required, take appropriate action in order to expedite the progress.
- iii. Regularly update the list of contractors equipment and its condition so as to ensure compliance with the contractors commitment in his bid
- iv. Check comment and advice and approve contractors' shop/working drawings and fabrication drawings.
- v. Review the audit reports of the third party agencies and recommend/implement the proper solution based on the observations on the audit report.

(p) Supervision and Monitoring of Construction Work

- i. PMC shall develop and compile guidelines and methods (in the form of a Construction Supervision Manual) for construction supervision. This manual shall include and describe duties and responsibilities of the PMC, Design Consultant and Contractor's

- staff, procedures of communication, interaction between the client, PMC and the Contractor, as well as in-house functioning of the PMC's staff.
- ii. PMC shall provide timely assistance and direction to the contractor in all matters related to the interpretation of the contract compliance and progress of the project
- iii. PMC shall organize supervision and monitoring of works with proper allocation of responsibilities to personnel.
- iv. PMC shall issue 1 week after signature of this contract, a list of key personnel (names) with second solution in case of replacement.

(q) Maintain Record of work

- i. Prepare and maintain inspection and engineering reports, records of work and adequately document the progress and performance of all works.
- ii. The status of the progress, deployment of manpower and equipment, cash flow, bottlenecks, hindrances shall be reported in a fortnightly progress report
- iii. Timely communication to designer based on the site condition to change the drawings accordingly and ensure revised drawings are issued at site for construction as per requirement.

(r) Measurements and certification of payments

- i. PMC shall review, approve, process, check measurements, scrutinize and certify all the contractors bill including the running and final bills.
- ii. PMC shall jointly check and scrutinize the measurements of the work carried out by the contractor and maintain the records. All material reconciliation to be done as per the progress of the works at site.
- iii. PMC in consultation with his and contractors' quality control engineers, shall ascertain that the works are carried out are per specifications and with required quality.
- iv. PMC shall ensure that the work is executed in line with client's specification requirements and holds responsibility to provide client a fully operational plant with all services facilities.

(s) Project Co-ordination

- i. Maintain effective liaison among SEEPZ SEZ, Mumbai, contractors, design consultant and all the agencies involved in the contract to ensure proper co-ordination and timely exchange of information and to ensure smooth working
- ii. Identify the critical activities of various contract packages and monitor the progress and sequence of works of various agencies and trades for coordinated and harmonious construction
- iii. Achieve the same by conducting regular project co-ordination meeting with all the design consultant, contractors, and SEEPZ SEZ, Mumbai. The records of discussion of the meeting shall be communicated to all concerned for incorporation updating and monitoring
- iv. Organize special audits, as may be required by SEEPZ SEZ, Mumbai authorities.

(t) Project co-ordination & cost Monitoring

- i. Monitor and update progress on the basis of establishment program and initiating all actions to correct delays, if any to complete the project within the agreed time frame by taking appropriate actions and advising the contractor and SEEPZ SEZ, Mumbai for the remedial measures to be taken for making up the delays.
- ii. Conduct weekly site meetings to review project performance and initiate actions to sort out bottlenecks and shortfall in qualitative aspects and preparation of minutes of meetings, distribution to all concerned and follow up leading to action.
- iii. Manage materials to be supplied by SEEPZ SEZ, Mumbai if any and initiate for processing the placement of orders.

- iv. Keep track on the cost of the project and maintain effective control on the project-cost, on a continuing basis
- v. Daily project monitoring through DPR'S, Site photographs and pictorial representations.
- vi. Prepare a project cash flow requirement, monitoring the project cost parameters and recommend steps for effecting proper cost control to avoid cost overrun.
- vii. Keep a check on the quantity over run and variation in the quantity, its cost implications, extra items and its effect on the cost of the project and project the same to client. Advise client on all matters related to variation and extra claims; make necessary recommendations
- viii. Administer all contracts including preparing of deviation orders and their valuation as approved by client resolving differences & disputes, if any

(u) Quality Management services

- i. Strict vigilance shall be maintained as regards the quality of work, workmanship and the materials being used, site organization of the contractor method of work etc, in accordance with the quality assurance manual.
- ii. The PMC will supervise the construction work to ensure the adherence to the drawings prescribe high standards of quality and timely completion of the project
- iii. Conduct random sampling in stages during construction production to be able to get an early indication of the quality parameters before they are covered up or obscured by further processing and construction. This may involve the process of quality control to be affected simultaneously in the acceptance sampling and testing.
- iv. PMC shall check the contractors quality control management and will assist him to set up a site quality control laboratory for routine filed tests.
- v. PMC shall issue the orders as required for conducting special tests of materials and completed works for ascertaining quality removal of improper materials works and submission thereof
- vi. PMC shall check and verify materials to be included in the construction by getting the required test done to ensure conformity to specifications as laid down in the contract documents. For finishing items, approval of SEEPZ SEZ, Mumbai as well as the Design consultant/ Architect will be obtained where necessary. Contractors will be asked to prepare necessary steps before the final decision PMC shall ensure and see that the same quality of the material and work executed is maintained throughout by carrying out regular testes.
- vii. PMC shall check and approve Contractor's shop drawings and fabrication drawings and get it verified by design consultant/Architect.
- viii. PMC shall also ensure effective quality control and progress of fabricated/bought out items, if required by visiting workshops/offices of the various Indian Manufacturers/suppliers
- ix. PMC in full co-ordination with third party agency ensure that the audits are performed where ever required and audit observations are implemented by the contractor / Consultant suitably.

(v) Trial Runs, commissioning and snag list

- i. Conduct the trail and Run of all machineries not limited to electrical power, water, sewer etc. as required occupancy of building
- ii. Preparation of snag list defect list and rectification get done through contractor

(w) As built drawing and operation Manual and other documents

- i. PMC will obtain all completion drawings/documents from contractors and consultants. PMCs after checking authentication will submit the same to SEEPZ SEZ, Mumbai
- ii. PMC shall obtain AS BUILT Drawing and operation & maintenance manuals from

- agencies and shall review approve and hand over to SEEPZ SEZ, Mumbai
- iii. A project completion report shall be submitted to SEEPZ SEZ, Mumbai covering the overall information of the project various contract packages contractor status of all the contract packages in terms of period and cost, time and cost over runs if any and quality controls carried out.
- iv. PMC will ensure that warranty/Guarantee certificates are issued along with the materials and the same will be properly maintained and handed over to SEEPZ SEZ, Mumbai.

Phase IV - Post- Construction Stage

1. Closure:

The closure phase involves handing over the completed site with all the documentation and documenting the learnings and outcomes from a project. The stage involves:

- (i) Snag List & Handover Check Lists
 - i. Punch Points & Snag Lists Preparation
 - ii. Checklist Handover
- (ii) Final measurement verification & certification of executed works in total
 - i. Settlement of Variations & extra claims as per the contract conditions & getting it approved by consultant & Client.
 - ii. Close & settle the Final Bill with vendors/Contractors.
 - iii. Obtaining No-Claim Certificate.
- (iii) As Built Drawings co-ordination
 - i. Co-ordination for preparation of as-Built Drawings with contractor/Consultant Verification & Sign Off.
- (iv) Project Value Engineering & Learning
 - i. Value Engineering Summary
 - ii. Project Experience & Case Study

2. Post Construction Phase Activities:

During this phase, the activities are likely to be as under:

- i. Settlement of all accounts of the contractors.
- ii. Reconciliation of materials supplied to the contractors, if any
- iii. Ensuring client, rectification of defects by the respective contractors during their liability periods.
- iv. Preparation of Project Completion Report and Close out report which shall contain all technical and financial information of the project.
- v. Assemble all guarantees, warranties, as built drawings and O&M Manuals etc., to be signed off by the consultants.
- vi. PMC shall compile report based on best practices adopted and lessons learnt during the execution of the Project.
- vii. Any consultancy activity not specifically mentioned below but required to complete the project is deemed to be included in the scope of work.
- viii. To ensure proper performance of all activities regarding construction of the projects, the PMC shall have his office at or near the Projects site and shall have the required dedicated personnel stationed there after the approval of client so that they are

available for interaction all the time. No site personnel shall be transferred/ withdrawn without the consent of the client. Similarly prior to induction new personnel on the Project site, the approval of client shall be obtained. Also in the event personnel of the PMC is not discharging his responsibilities and duties or is found incapable for the tasks allotted to him, client shall instruct the PMC to withdraw such personnel from the project Site within a mutually agreed timeframe.

- ix. PMC shall review the strategic planning and time management of the project from time to time. This will consist of continuous appraisal and revision of the framework of the project and the project process as and when required so as achieving the desired objective in most efficient and economical manner.
- x. The PMC shall exercise all reasonable skill, care and diligence in the discharge of its responsibilities and shall exercise such superintendence and inspection to ensure that the works are carried out in conformity with the contract provisions
- xi. The PMC shall ensure that the works are completed in all manners as per the quality, standard and within the budgeted cost & time. Failure to adhere to the completion date of works at any of the site of work shall entail imposition of Penalty on the PMC.
- xii. The PMC shall assist Authority in issuing Primary Acceptance Certificate (PAC) and Final Acceptance Certificate (FAC) after DLP to the contractor

3. Reporting Systems

- i. Reporting System: Monthly Progress Report and Weekly Progress Reports
- ii. Site Documentation: All Documentation mentioned is to be maintained by Contractor. These should be checked by PMC on Daily/ Weekly/ Monthly basis and obtained and collated on completion of Project from Contractor and handed over to client as required.
- iii. The monitoring of the project shall be carried out by PMC in the following manner: -
 - o Weekly site Meetings: The primary objective of site meetings is to monitor the progress of the project, spot causes for delays and advise remedial measures to ensure that works are accomplished as per schedule.
 - o Detailed minutes of the meeting will be prepared covering all the aspects of Contractor(s), PMC and their responsibilities
 - o Periodic Project Monitor PMC will send daily progress review to client highlighting the status against the plan, snag, catch up plan, EHS issues, etc. on daily basis.
 - o PMC will send a detailed weekly report to client. This report will also identify bottlenecks and highlight actions required to be taken by the concerned parties.
 - o Cost Management PMC will carry out proper planning and analysis of the cost parameters to ensure economy, without compromising the functional efficiency and report projects costs and financials so as to budget and fund the project.
 - o Risk Management shall highlight and report the project risks in the agreed formats so that mitigation plans can be deployed immediately.

SEEPZ SEZ, Mumbai can decide from time to time to add & modify the Reporting System.

4. Site Documentation

PMC shall evolve a comprehensive documentation system and ensure that it is maintained accordingly to keep track of materials, labour, testing, quality, equipment, progress, standards etc. The following logs, for example, will be specifically maintained (depending upon the Procurement Strategy adopted).

- i. Muster Roll: To record daily attendance of laborers of each category, for the calculations of their wages.
- ii. Labour Register: To record the daily deployment of workers of each category at

various locations in the site. This is helpful in monitoring any labour shortages, which might lead to future delays.

- iii. Material Register: To record the daily receipt of material at the site. This is maintained separately for each supplier.
- iv. Stock Register: It contains entries from the material register, and is used to maintain the overall inventory of material at site.
- v. Material Testing Register: To record the test-results of every incoming fresh stock of material e.g. Cement, Sand, Coarse Aggregate. This is helpful in maintaining the consistency of quality.
- vi. Cube Testing Register: To record the results of Lab-tests performed on concrete. E.g. Cube strength at 7 days and 28 days curing, workability by slump test, etc.
- vii. Cement Register / RMC Register: To record the number of cement bags issued every day, and also the purpose and location where they are to be used.
- viii. Asset Register: To record the number of fixed assets present at the site, e.g. Concrete Mixers, Vibrators, Steel Shuttering Plates, Welding Equipment, Generators, Pumps and Misc. Tools & Plant (T&P).
- ix. Daily Works Register: To record the daily progress of work by taking note of the particulars of the work, its location and the quantity executed. This is helpful in monitoring the progress as per schedule.
- x. Measurement Book: Its format is similar to that of the Daily Works Register, but instead of recording the daily progress, it records the overall quantity of work done over a certain period. It is mainly used for the purpose of billing.
- xi. Bar Bending Schedule: To record the details of the RCC, structural element e.g. beam, slab, columns and the details of the steel reinforcement (no. of bars, diameter, length, placing, etc.)
- xii. Concrete Pour Card: To record the details of concrete poured in a RCC, structural element. These include:

iii. Key Deliverables & Payment Milestone

Sl. No.	Milestone Description	Payment Trigger	% of Total PMC Fee
A	Pre-Tendering Stage	On completion of each sub-activity	5%
A.1	Demolition of SDF-I-Finalization of Scope of Work of the contractor and submission of Draft RFP	Upon written approval by Client	1%
A.2	NEST -03 Construction-Finalization of Scope of Work of the contractor and submission of Draft RFP	Upon written approval by Client	1%
A.3	Approval of RFQ cum RFP and Tender Documentation for Demolition	Upon written approval by Client	1%
A.4	Approval of RFQ cum RFP and Tender	Upon written	2%

Sl. No.	Milestone Description	Payment Trigger	% of Total PMC Fee
	Documentation for Construction	approval by Client	
B	Tendering & Contractor Appointment	On completion of each sub-activity	5%
B.1	Floating of Demolition Tender	Upon issuance of tender documents	1%
B.2	Floating of Construction Tender	Upon issuance of tender documents	2%
B.3	Appointment of Demolition Contractor	Upon issuance of Letter of Award	1%
B.4	Appointment of Construction Contractor	Upon issuance of Letter of Award	1%
C	Demolition Stage – Progress Linked	Based on certified bills	10%
C.1	50% of Demolition Work Completed	Upon certification by PMC/Client	5%
C.2	100% of Demolition Work Completed	Upon certification by PMC/Client	5%
D	Demolition Completion – Certification Milestones	On issuance of acceptance certificates	5%
D.1	Primary Acceptance Certificate	Upon issuance by PMC	3%
D.2	Final Acceptance / Completion Certificate	Upon issuance by PMC	2%
E	Construction Stage – Progress Linked	Based on certified bills	50%
E.1	For each 10% increment of completed construction work (inclusive of Civil, Structural, Electrical, MEP, Façade etc. whichever is applicable), payment will be issued according to the value indicated in the certified progress bill, up to 90% of the total construction work as mentioned above.	Upon certification by Client	45% (5% for each of 10% completion of construction work cost)
E.2	Completion of remaining 10% construction,	Upon	5%

Sl. No.	Milestone Description	Payment Trigger	% of Total PMC Fee
	Final bill and Issuance of Primary Acceptance / Completion Certificate by Client	certification by Client	
F	Completion of Finishing Items – Progress Linked	Based on certified bills	18%
F.1	On completion of Architectural, Interior work	Upon certification by Client	10%
F.2	On completion of Lift and other allied services, Landscaping etc.	Upon certification by Client	5%
F.3	Completion of all finishing and other remaining work (which includes all balance work required for the handover of complete premises), Final bill and Issuance of Primary Acceptance / Completion Certificate by Client	Upon certification by Client	3%
G	On receipt of Fire NOC, Occupancy Certificate and other related statutory compliances	Upon receipt of desired certificates from competent authority	2%
H	Completion of Defects Liability Period (DLP) and Issuance of Final Acceptance / Completion Certificate	On final project closure	5%
		Total PMC Fee Allocation	100%

Requirement of Key Experts:

- A.** The following Key Experts are required to be deployed full time during demolition stage:

SN	Key Expert	Essential Qualifications	Quantity	Expected Input
1	Team Leader	B.Tech./ B.E. in Civil Engineering At least 20 years of experience in leading similar works.	1	3 months (100% field based)

- B.** The following Key Experts are required to be deployed full time during construction

stage:

SN	Key Expert	Essential Qualifications	Quantity	Expected Input
1	Team Leader	B.Tech./ B.E. in Civil Engineering At least 20 years of experience in leading similar works.	1	30 months (100% field based)
2	Site Engineer (Civil)	B.Tech./ B.E. in Civil Engineering At least 10 years of experience in similar works.	2	30 months (at least 100% field based)
3	Site Engineer (Mechanical)	B.Tech./ B.E. in Mechanical Engineering At least 10 years of experience in similar works.	1	30 months (100% field based)
4	Site Engineer (Electrical)	B.Tech./ B.E. in Electrical Engineering At least 10 years of experience in similar works.	1	30 months (at least 100% field based)
5	Safety Officer	Diploma in Safety with 5 years of experience in Health, Safety & Environment (HSE) management in similar projects.	1	30 months (at least 100% field based)

Please note that the list of key experts is the minimum requirement from the Client. The Consultant may depute additional resources based on own judgment of the scope of work. All Key Experts above must be available at the client's location dedicatedly throughout the project timeframe.

iv. Support Provided by Client

- i. The Client shall provide office space to the Consultant's team. Laptops and peripherals are to be provided to its team by the Consultant.
- ii. The Client shall provide access to relevant documentation, reports, budget

documents, etc. to enable Consultant's team to prepare relevant documents.

- iii. The Client shall grant necessary access permissions to the Consultant's team to visit their office and other parts of the premises for carrying out field visits and/ or day to day works.

v. Penalty:

i. Penalty for Delay in Submission of Deliverables

- a. Delay beyond the prescribed timelines shall attract a penalty of **0.05% of the Contract Value** per day.
- b. The total penalty under this clause shall not exceed **10% of the Contract Value**.

ii. Penalty for Delay in Deployment of Key Personnel

- a. Failure to deploy key personnel from commencement of the project period shall attract a penalty of ₹10,000 per day per key expert.
- b. If any key personnel removed or replaced without justified reason or prior approval of SEEPZ Authority, the penalty of ₹1,00,000 for each instance.
- c. In Case of removal, or if SEEPZ authority is not satisfied with the performance of Key Personnel, a suitable replacement with similar qualification shall be provided within 5 days, failing which liquidation damage of ₹10,000 per day per key expert shall be levied.

iii. Penalty for Non-Compliance with Reporting Obligations

- a. In case of non-compliance with reporting requirements, the corresponding milestone payment shall be withheld.
- b. Payments shall be released only upon satisfactory compliance.

iv. Penalty for Poor Quality of Reports

- a. If reports submitted are of poor quality, incomplete, or require repeated corrections, a deduction of up to **5%** of the related milestone payment may be imposed.
- b. The extent of deduction shall depend on the severity of non-compliance.

v. Penalty for Failure to Maintain Required Site Presence

- a. Failure to maintain the required site presence or supervision levels shall result in proportional deduction from supervision-linked milestones.
- b. The deduction shall be based on the actual shortfall in required deployment.

vi. Penalty for Delay in completion

- a. Delay attributable to the Consultant shall attract a penalty of **1.25% of the Contract Value** per week.
- b. The total penalty under this clause shall be capped at **10% of the Contract Value**.

Section 6 – Proposal Forms

SN	Name of the Form	Page No.
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1. Letter of Proposal

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

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

Date:

Proposal Ref. No.:

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

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

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

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

Name of the Consultant:

Name of Consultant's Authorized Signatory:

Designation of the person signing the Proposal:

2. Checklist of documents comprising Proposal

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

3. Consultant's Past Experience Details

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

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

4. CVs of Proposed Key Experts

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

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

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

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

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

6. **Membership of Professional Associations:**

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

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

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

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

11. **Detailed Tasks Assigned**

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

Assigned

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

Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

13. Certification:

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

Name of the Consultant:

Name of Consultant's Authorized Signatory:

Designation of the person signing the Proposal:

5. Proforma of Integrity Pact

(This document shall be executed on Rs. 500/- non judicial stamp paper and shall be submitted along with the Technical Bid/ Tender documents as per the date and time given in this Tender)

This integrity Pact is made at on this day of 2025.

Between

SEEPZ SEZ Authority (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors and assigns)

And

{Name and address of the Bidder}, (hereinafter referred to as “The Bidder(s)” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Authority has floated the Tender {NIT No. _____ dated _____} (herein after Referred to as “Tender/Bid Documents”) and intend to allot /award, under laid down organizational procedure, the work titled _____{Name & details of work}. And Whereas the Authority values full compliance with all relevant laws of the space allotment, land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s).

In order to achieve these goals, the Authority will authorize officer(s)/committee who will monitor the tender process and the execution of the contract for compliance with the principles mentioned in the RFP and applicable for tendering process.

Article-1: Commitments of the Authority

- (1) The Authority commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Authority, personally or through family members, will in connection with the Tender, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which he/ she is not legally entitled to.
 - b) The Authority will, during the Tender process treat all Bidder(s) with equity and reason. The Authority will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process.
 - c) The Authority will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
- (2) If the Authority obtains information on the conduct of any of its employees

which is criminal offence under the IPC/ PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Authority will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

Article – 2: Commitments of the Bidder(s)

The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Authority' employees involved in the tender processor the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process.
- b) The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Authority as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- e) The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the bid.
- f) The Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Article - 3 Disqualification from tender process.

- 1) If the Bidder(s), before or during tender process has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Authority is entitled to disqualify the Bidder(s) from the tender process.

Article – 4: Compensation for Damages.

- 1) If the Authority has disqualified the Bidder(s) from the tender process prior to the

allotment/award according to Article-3, the Authority is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

- 2) If the Authority has terminated the contract according to Article – 3, or if the Authority is entitled to terminate the agreement according to Article-3, the Authority shall be entitled to recover liquidated damages or the amount equivalent to Security Deposit.

Article – 5: Previous Transgressions

- 1) The Bidder declares that no previous transgression has occurred in the last three years with any other Company in any country conforming to the anticorruption approach or with any other Public Sector Enterprises in India or any Government Department in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as mentioned under Article-3 above and as per the procedure mentioned in “Guidelines on banning of business dealings”.

Article – 6: Equal treatment of all Bidders

- 1) The Authority will enter into agreements with identical conditions as this one with Bidders.
- 2) The Authority will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)

If the Authority obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of Bidder, which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the same to the Chief Vigilance Officer.

Article – 8 External Independent Monitor

- 1) The Authority appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential. He/ she reports to the Authority at SEEPZ SEZ.
- 3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Authority including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to all members of JV.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) with confidentiality. The Monitor has also signed declarations on ‘Non- Disclosure of Confidential Information’ and of ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform

Competent Authority at SEEPZ SEZ and recuse himself / herself from that case.

- 5) The Authority will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Authority and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Authority and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the Competent Authority at SEEPZ SEZ within 8 to 10 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Authority at SEEPZ SEZ, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Competent Authority at SEEPZ SEZ has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Article – 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the successful Bidder(s) 12 months after the last payment under the Agreement and for all other Bidders 6 months after the issuance of LOA to the successful bidder.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Authority at SEEPZ SEZ.

Article - 10 Other Provisions.

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Authority, i.e. Mumbai.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder is a partnership, this pact must be signed by all partners.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/ Guarantee, etc shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Authority)

(For & On behalf of the

Bidder)

(Office Seal)

(Office Seal)

Place:

Date

Witness 1: (Name & Address)

Witness 2: (Name & Address):

Date: ____/____/2025

6. Approach, Methodology and Work Plan

Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference:

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology as a specific component of the assignment.

Suggested structure of Bidder's response is as below:

- i. **Technical Approach and Methodology** - Bidders to explain their understanding of the objectives of the assignment as outlined in the 'Terms of Reference' (TORs), the technical approach, and the methodology to be adopted for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. **Please do not repeat/copy the TORs here.**
- ii. **Work Plan** - Bidders to outline the plan for implementing the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Authority), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing the understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.

7. Format for Bank Guarantee

Name of Work: Project Management Consultancy for carrying out Demolition of Standard Design Factory - 1 & Construction of New Enterprises & Services Tower – 3 in SEEPZ-SEZ, Mumbai.

Proposal Ref No.:

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

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

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

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

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

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

8. We(indicate the name of Bank) further agree with the SEEPZ – SEZ Authority that, the SEEPZ – SEZ Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the

terms and conditions of the said agreement or to extend time of performance by the said consultant(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the SEEPZ – SEZ Authority against the said Second Party and to bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said consultant or for any forbearance, act of omission on the part of the SEEPZ – SEZ Authority or any indulgence by the SEEPZ – SEZ Authority to the said contracts or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

9. This guarantee will not be discharged due to the change in the constitution of the Bank of the consultant.

10. Welastly undertake not to revoke this guarantee except with the previous consent of the SEEPZ – SEZ Authority in writing.

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

Dated Day of

For(indicate the name of Bank)

8. Financial Proposal Format

Name of Work: Project Management Consultancy for carrying out Demolition of Standard Design Factory - 1 & Construction of New Enterprises & Services Tower – 3 in SEEPZ-SEZ, Mumbai

Name of Project Management Consultant:

S. No.	Description	Quantity	Unit	Amount (Rs.)
1	Project Management Consultancy for carrying out Demolition of Standard Design Factory – 1 in SEEPZ – SEZ, Mumbai including deployment of Team Leader – 1 No., Site Engineer (Civil) – 2 Nos, Site Engineer (Mechanical) – 1 No., Site Engineer (Electrical) – 1 No and HSE officer (Safety) 1 No. for entire duration of project, whenever required	1	LS	-
	(In words)			-

Note: Please note that the list of Key Experts provided represents the minimum requirement specified by the Client & shall be on the payroll of the bidder. It shall be the sole responsibility of the successful bidder to assess the scope of work and determine the actual type and number of Key Experts required. The bidder must deploy any additional resources necessary to ensure the successful, timely, and high-quality completion of the assignment as required by the Client. The bidder shall submit a comprehensive list of Key Experts, along with the timeframe for the deployment of all required resources, as part of the Technical Bid.

As per Terms of Reference and Terms and Condition of the RFP & Draft Contract Agreement

Name of the Consultant:

Name of Consultant's Authorized Signatory:

Designation of the person signing the Proposal:

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

Section 7 – Draft Contract Agreement

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

1 CONTRACT AGREEMENT

For

**Project Management Consultancy for carrying out
Demolition of Standard Design Factory - 1 & Construction
of New Enterprises & Services Tower – 3 in SEEPZ-SEZ,
Mumbai**

Between

SEEPZ-SEZ, Mumbai

And

[Name of the Consultant]

Date: [dd-mm-yyyy]

This CONTRACT (hereinafter called the “Contract”) is made the [number] day of the month of [month], [year], between, on the one hand, SEEPZ-SEZ Authority, Mumbai (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: CVs of Proposed Key Experts
 - Appendix C: Financial Proposal

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

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

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

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

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

Development Commissioner, SEEPZ-SEZ Authority

For and on behalf of [Name of Consultant]

[Authorized Representative of the Consultant – name and signature]

General Conditions of Contract (GCC)

1. General Provisions	
1.1 Definitions	Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: a) "Completion Date" means the date of completion of the Services by the Consultant as certified by the Client; b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, as named in SCC; c) "Contract Price" means the financial proposal of the successful Consultant duly accepted by the client; d) "Client" means the agency, as named in SCC, that signs the Contract for the Services with the Selected Consultant; e) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract as specified in SCC; f) "Day" means a working day unless indicated otherwise. g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other Experts of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract; h) "GCC" means these General Conditions of Contract; i) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them; j) "Consultant's Proposal" means the completed Request for Proposals submitted by the Consultant to the Client; k) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented; l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A – Terms of Reference; m) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub- consultant.

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

	fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract
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 Completion	
2.3.1 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.
2.3.2 Delay Penalty	The Client may impose a penalty for delay in pre-tendering stage, for reason attributable to the Consultant @ 1.25% of contract value per week capped to 10% of the contract value of Consultant.

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 precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
2.5.4 Price Variation / Escalation:	No claim on account of any Price Variation / Escalation on whatsoever ground shall be entertained at any stage of works. All rates as per Bill of Quantities (BOQ)/Price-Bid quoted by Consultant shall be firm and fixed for entire contract period as well as extended period for completion of the works. No escalation/price variation clause shall be applicable on this contract.
2.6 Termination	

2.6.1 By the Client	The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub- Clause 2.6.1: a. if the Consultant does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing; b. if the Consultant become insolvent or bankrupt; c. if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or d. if the Consultant, in the judgment of the Client has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.
2.6.2 By the Consultant	The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub- Clause 2.6.2: a. if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
3. Obligations of the Consultant	
3.1 General	The Consultant shall perform the Services in accordance with the Specifications and the Terms of Reference, and carry out its obligations with all due diligence, efficiency,
	and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third parties.

3.2 Conflict of Interests	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. 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. 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. 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. 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.
	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.

3.3 Confidentiality	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. 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.
3.4 Insurance to be Taken Out by the Consultant	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.
3.5 Consultant's Actions Requiring Client's Prior Approval	The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions: a. entering a sub-consultancy 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	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. 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.
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	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. 4.2.2 If the Client finds that any of the Experts have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Experts, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a

	replacement a person with qualifications and experience acceptable to the Client. 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. 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. 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.
5. Obligations of the Client	
5.1 Assistance and Exemptions	The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client shall use its best efforts to provide the Consultant such assistance and exemptions as specified in the SCC.
5.2 Services, Facilities and Property of the Client	The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.
5.3 Counterpart Personnel	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. 5.3.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the

	Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
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	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. 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.
6.2 Taxes and Duties	6.2.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract. 6.2.2 As an exception to the above and as stated in the SCC, the GST is reimbursed to the Consultant.
6.3 Mode of Billing and Payment	6.3.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 6.1.1. 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.

	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. 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. 6.3.5 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
7. Settlement of Disputes	
7.1 Amicable Settlement	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
7.2 Dispute Settlement	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 .
8. Good Faith	
	The Parties undertake to act in good faith with respect to
	each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
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 of Consultant.
10. Indemnity	
	The Consultant shall at all times indemnify and keep indemnified the Client against all claims/damages for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract. The Consultant shall indemnify the Client in full for any failure in performance on account of its default or non-fulfilment of its obligations and the same is performed by the client or any other agency engaged by the client. In such case all the costs and expenses incurred by the client are recoverable from the Consultant. The Client shall also indemnify the Consultant for losses/damages suffered due to any fraud, misrepresentation or omission of facts by the Client or any of its personnel.

Special Conditions of Contract (SCC)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	The contract name is "Project Management Consultancy for carrying out Demolition of Standard Design Factory - 1 & Construction of New Enterprises & Services Tower – 3 in SEEPZ-SEZ, Mumbai"
1.1(d)	The Client is <i>SEEPZ SEZ Authority, Andheri, Mumbai</i>
1.1(e)	The Consultant is _____
1.4	The addresses are: Client : SEEPZ SEZ Authority, SEEPZ SEZ, MIDC Central Road Andheri East, Mumbai 400096 Attention: Development Commissioner, SEEPZ-SEZ Authority E- mail: dcseepz-mah@.nic.in Consultant : Attention : Facsimile : E-mail:
1.6	The Authorized Representatives are: For the Client: For the Consultant: <i>[name, title]</i> _____
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 total consultancy duration shall be 33 months from the Commencement Date, comprising: (i) Demolition Stage: 3 months (ii) Construction Stage: 30 months (iii) Defect Liability Period (DLP): 12 months or as may be extended in accordance with the Contract provisions.
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: (iv) Third Party liability – as stipulated by relevant government law. (v) Client’s liability and workers’ compensation – as stipulated in the employees’ compensation act. (vi) 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 while performing all project related activities.
3.7	There are no specific restrictions.
5.1	The Client shall provide necessary assistance in providing gate-passes for smooth entry of the Consultant’s vehicles and employees.
6.1	The Contract Price is: _____
6.2.2	The amount of GST reimbursable to the Consultant is: _____
6.3.2	The payment schedule shall be as stipulated under Section 5 (iii)- Deliverables, Penalties and Payments.
6.3.5	Consultant’s account details for payments under the Contract are: Account Name: Bank Name: Branch Name: IFSC Code:
7.1	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.

1.1 Appendix A – Terms of Reference

1.2 Appendix C – CVs of Proposed Key Experts

1.3 Appendix C: Financial Proposal

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

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