



SEEPZ SEZ AUTHORITY

(As per GFR Rule 133 (3) through e-procurement portal)

Request for Proposals

for

**Statutory Compliances Monitoring etc. for PMC services for demolition of
SDF 1 and construction of NEST 3 and
Project Management Consultancy for carrying out
Repair, maintenance and new work in SEEPZ-SEZ, Mumbai**

Proposal Ref. No.:

SEEPZM-EOPT0GENF/8/2026-PROC

Date of Issue: 27-02-2026

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.	SEEPZM-EOPTOGENF/8/2026-PROC
2	Tender Title	Statutory Compliances Monitoring etc. for PMC services for demolition of SDF 1 and construction of NEST 3 and Project Management Consultancy for carrying out Repair, maintenance and new work 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	27-02- 26
5	Date and time till which queries can be sent	03-03-26 till 3:00 pm.
6	Pre-Bid Conference	04-03-26 at 3:00 pm
7	Last date and time for submission of proposals (pre-qualification documents and financial proposals)	13-03-26 till 06:50 pm
8	Earnest Money Deposit/Bid security	Nil
9	Performance Bank guarantee	Nil
10	Date and time of opening of Technical Bid documents	14-03-26 at 06:55 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 ddcseepz-mah@nic.in and seepz.pmu@gov.in

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Section 1 - Letter of Invitation

Proposal Reference No. SEEPZM-EOPTOGENF/8/2026-PROC **Date:** 27/02/2026

Tender Title: Statutory Compliances Monitoring etc. for PMC services for demolition of SDF 1 and construction of NEST 3 and Project Management Consultancy for carrying out Repair, maintenance and new work 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 the opening of the financial proposal.
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/-

Asst. Development Commissioner (IT & e-proc.),
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.

4. Eligibility

- a) Any Public Sector Undertaking set up by the Central or State Govt. to carry out Civil or Electrical works as per GFR 133(3) can participate in the bid. Other Central/ State Govt. Organization/ PSU notified by the Ministry of Urban Development/ Department of Public Enterprises (DPE) for such purpose can participate in the bid. The PSU shall be a minimum schedule (A) Company. Memorandum of Article to be submitted along with the tender as documentary evidence for this purpose. 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.

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

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

3. Pre-Proposal Meeting

- d. 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**.
- e. 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' pre-qualification and technical submission shall comprise the documents listed under **Checklist of documents comprising Proposal**.

Envelope 2

- b. 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

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

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

3. Format and Signing of Proposals

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

D. Submission and Opening of Proposals

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

- a. Proposals must be received by the Client online on the e-procurement portal and at the address specified in the **Section 3 – Data Sheet** no later than the date and time specified in the **Section 3 – Data Sheet**.
- b. The date of submission and opening of proposals shall not be extended except when:
 - 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.
- c. In cases where the time and date of submission of proposals is extended, an amendment to the RFP shall be issued in accordance with ITC 8.

3. Late Proposals

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

4. Opening of Proposals

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

E. Evaluation and Comparison of Proposals

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

- a. The proposal evaluation committee may ask for compliances to the non-conformities and may waive non-conformities in the proposal that do not

constitute a material deviation, reservation or omission and deem the proposal to be responsive;

- b. The committee may request the Consultant to submit necessary additional information or documents within a reasonable period of time. Failure of the Consultant to comply with the request within the given time shall result in the rejection of its proposal;

3. Determination of Responsiveness

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

4. Evaluation of Proposals

- a. 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:

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

'FS' is the financial score of the particular bidder

'L1' is the lowest Financial Quote (**combining estimated service charge payable for all projects**) among all bidders

'L' is the Financial Quote (**combining estimated service charge payable 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. Action as per Bid Security Declaration (**Annexure-7**) would be taken against H1 bidder 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.
- Estimated service charge payable = "Service Charge %/ Agency 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 F.1 (**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 and Terms of Reference
3. Draft Contract Agreement.

Section 3 – Data Sheet

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

ITC Para Reference	Particulars
	<p>The web-link to attend the pre-bid meeting is as follows:</p> <p>WebEx Meeting Link : https://seepz.webex.com/seepz/j.php?MTID=m6bb9bca2cb28d5b5d1c70cfa16717bfa WebEx Meeting Number: 2516 626 0991 Password: PB@04</p>
ITC 9 a)	<p>Tender Fee: NIL</p> <p>Bid Security: NIL</p>
ITC 11 a)	<p>Validity of proposals from deadline of submission: As per ITC</p>
ITC 14 a)	<p>Date and time of proposal submission: As per Key Information</p>
ITC 16 a)	<p>Date and time of opening of pre-qualification documents: As per Key Information</p>
ITC 25	<p>Performance Security: Nil</p>

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.

Eligibility Criteria:

S. No.	Eligibility Criteria	Supporting Documents
1	Must be a Public Sector Undertaking set up by the Central or State Govt. to carry out Civil or Electrical works as per GFR 133(3) can participate in the bid. Other Central/ State Govt. Organization/ PSU notified by the Ministry of Urban Development for such purpose can participate in the bid. <u>The PSU shall be a minimum schedule (A) Company.</u>	Memorandum of Article/ copy of the incorporation/ registration certificate
2	Must possess a valid GSTN and PAN	Copies of GSTN, PAN
3	Must have an average annual financial turn over shall at least Rs. 90 crores during last five (05) years ending on 31.03.2025	Audited financial statements for the past 5 financial years.
4	The net worth of the company should be positive during last 05 years.	Net worth statement certified by Chartered Accountant for last 05 years
5	The agency should have made profit during last 5 financial years.	Profit & Loss statement certified by Chartered Accountant for last 05 years
6	Must not be presently debarred/ blacklisted by any procuring entity under the Central Government/ PSUs or by multilateral agencies such as	Self-declaration of not having been debarred / blacklisted by any of the entities mentioned in this criterion at present.

S. No.	Eligibility Criteria	Supporting Documents
	World Bank, Asian Development Bank, etc.	
7	<p>Should have completed the works as mentioned below during the last seven years ending previous day of last date of submission of tenders.</p> <p>(i) Three similar works of Planning Designing Engineering and construction each costing not less than 40% of the estimated cost put to tender.</p> <p style="text-align: center;">OR</p> <p>(ii) Two similar works of Planning Designing Engineering and construction each costing not less than 60% of the estimated cost put to tender.</p> <p style="text-align: center;">OR</p> <p>(iii) One similar work of Planning Designing Engineering and construction costing not less than 80% of the estimated cost put to tender.</p> <p>The “Similar works” shall mean “PMC” work for Construction of Infrastructure development works including roads, drainage, buildings etc. for any Govt. Organization, PSU, Autonomous body, Corporation etc. (Construction cost of Infrastructure work to be considered).</p>	<p>Completion certificates issued by the clients or CA certificate clearly mentioning i) Agency for whom executed ii) Value of Work, iii) Stipulated and actual time of Completion along with Completion Certificate etc.</p>
8	<p>The Agency should have completed at least one work of retrofitting & renovation for residential/non-residential Building with a minimum value of Rs. 20.00 crore for any Govt. Organization, PSU, Autonomous body, State Govt. etc.</p>	

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 60 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 60 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.
10. In case of tie, preference would be given to Bidder quoting **lowest Service Charge %**.

Technical Proposal Scoring Criteria

S No	Criterion	Evaluation Criteria
A	Technical Manpower	15 marks
(i)	Presence of in-house professionally qualified staff in the PSU in indicative categories	
	Civil Engineers (B.Tech./ B.E. & above)	Max. 7 marks <ul style="list-style-type: none"> • 400 Engineers and Above 7 marks • Between 300 to 399 Engineers 5 marks • 50 to 299 Engineers 3 marks
	Electrical Engineers (B.Tech./B.E.& above)	Max. 4 marks <ul style="list-style-type: none"> • 30 Engineers and Above 4 marks • Between 1 to 29 Engineers 2 marks
	Architect on roll (B. Arch. & above)	Max. 4 marks <ul style="list-style-type: none"> • 04 Architects and Above 4 marks • Between 01 to 03 Architects 2 marks
B	Methodology, Understanding of Project and presentation on Concept Design	25 Marks <ul style="list-style-type: none"> • Past projects with focus on special features and quality aspects (along with some photos) and special project management techniques that might have been used to execute the project speedily and within initial budgeted cost. <ul style="list-style-type: none"> - Max. Marks 15 • Technical Approach and methodology proposed towards this project with respect to the nature of typology, structure, orientation, kind of finishing, approaches for Green building, sustainability energy efficiency/ overall savings, safety measures, innovations etc. and innovative idea of technology for faster construction <ul style="list-style-type: none"> - Max. Marks 05 • Project management approach for this project- Work plan including Time schedule & Quality Assurance & HSE/ Risk System, Project organization, responsibility of key personnel, etc. <ul style="list-style-type: none"> - Max. Marks 05
C	Past Experience of the PSU	35 marks
I	Experience in similar works during last seven years: Projects successfully Completed	Max.10 marks <ul style="list-style-type: none"> i) 60% marks for minimum eligibility criteria – 6 marks ii) 100% marks for two or more than minimum eligibility criteria – 10 marks

Ii	Experience of similar retrofitting & renovation work of similar value as per eligibility criteria	Max. Marks 05 One work – 3 marks Two or more work – 5 marks
Iii	PSU status	Max. 5 marks Navratna & above - 5 marks Schedule A Mini Ratna - 3 marks
Iv	MOU Rating of the PSU during last five years	Max. 10 Marks <ul style="list-style-type: none"> • Excellent @ each year - 2 Marks • Good/Very Good @ each year – 1 Marks • Poor - 0 Mark
V	Experience in constructing Green Building	Max. 05 marks Single project successfully complete 1. Max. 5 Marks for 05 Star/ Platinum Rating 2. Max. 2 Marks for 04 Star/ Gold Rating
D	Financial Capability	25 marks
I	Average Annual Financial turnover in last five Financial Years	Max. 15 marks (i) 60% marks for minimum eligibility criteria - 9 marks (ii) 100% marks for twice the Minimum eligibility criteria or more - 15 marks
Ii	Average Annual Profit (PBIDT) during last five financial years	Max. 05 marks <ul style="list-style-type: none"> • Between Rs. 10 – Rs. 50 Cr - 3 marks • Between Rs. 50 – Rs. 200 Cr - 4 marks • Above Rs. 200 Cr. - 5 marks
Iii	Net worth as on 31st March of previous Financial Year	Max. 5 marks <ul style="list-style-type: none"> • Above Rs. 1000 Cr - 5 marks • Between Rs. 500 – Rs. 1000 Cr - 4 marks • Between Rs. 0 – Rs. 500 Cr - 3 marks
	Total	100 Marks

2. Opening and Evaluation of Financial Proposal

The quote for Service Charges/ Agency 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

1. Background

Santacruz Electronic Export Processing Zone (SEEPZ-SEZ, hereinafter referred as “Client”), established in 1973 as a uni-product export processing zone dedicated exclusively to the manufacture and export of electronic items, has evolved significantly over the decades. Subsequently, through the Notification dated 07.01.2002, an additional plot of 11 acres — referred to as SEEPZ++ — was formally merged with the SEEPZ-SEZ campus. The foundational purpose of the zone was to accelerate the growth of the electronics and gems & jewelry sectors, contributing to foreign-exchange earnings through exports of hardware, software, and jewelry products, while simultaneously generating large-scale employment.

Presently, SEEPZ-SEZ spans approximately 110 acres — including the SEEPZ++ area — situated in the heart of Mumbai’s commercial district. Its strategic location, merely 6 km from the Mumbai International Airport and 30 km from Jawaharlal Nehru Port, offers excellent connectivity by air, road, and rail. The zone provides robust infrastructure and essential services such as parking, hospitality, banking, postal facilities, and related support systems.

In alignment with SEEPZ-SEZ’s long-term redevelopment vision, the Client has recently appointed a **Master Planner** for a **30-year perspective planning exercise**. The engagement comprises two core components:

1. **Package 1 – Detailed Master Plan** covering ~44.51 hectares of the SEEPZ-SEZ campus.
2. **Package 2 – Model Building (NEST-3)** envisaged as a prototype facility with an estimated construction cost of approximately ₹300 crore.

These initiatives collectively support the strategic transformation of SEEPZ-SEZ under the Vision 2.0 framework—positioned as the “Golden Gateway to Global Markets.”

1. Package 1 – Master Planning Framework

Under Package 1, the Consultant is reviewing existing plans, site conditions, and statutory requirements using updated surveys and geo-referenced data to prepare the campus-wide Master Plan. The scope includes land-use zoning, FSI strategy, mobility planning, utilities, sustainability measures, and urban design guidelines.

Deliverables include the Final Base Map, concept master plan options, and—after Board approval—the Detailed and Statutory Master Plans with 3D visuals, infrastructure layouts, phasing, cost estimates, and inputs for statutory clearances, providing a cohesive long-term redevelopment framework for SEEPZ-SEZ.

2. Package 2 – Model Building (NEST-3)

Package 2 focuses on the architectural and engineering design of **NEST-3**, conceived as the model building for future SEZ development. The Consultant is responsible for developing a detailed conceptual and technical design that aligns with user requirements and sustainability standards (IGBC/LEED/GRIHA).

Upon approval of the architectural scheme, the Consultant will prepare detailed

plans, design basis reports (DBRs), area statements, coordinated drawings, statutory submissions, and Good-for-Construction (GFC) drawings. The design includes architectural layouts, structural systems, façade concepts, fire-fighting integration, HVAC, electrical and ICT systems, water and waste management, landscaping, circulation, parking, and specialized building components.

SDF-1 and the engagement of Project Management Consultant

The Standard Design Factory (SDF-1), constructed in 1975, has deteriorated significantly and is no longer suitable for operations. As part of the SEEPZ-SEZ redevelopment program, the Authority has already developed NEST-1 and NEST-2 (New Enterprises & Services Towers). Existing tenants of SDF-1 have been successfully relocated to these new facilities.

Following this relocation, SEEPZ-SEZ Authority is proceeding with the **demolition of SDF-1**, after which the site will be utilized for the construction of **NEST-3**.

In continuation of the above redevelopment efforts, and to enable seamless execution of demolition and construction activities, the Client is in the process of engaging a Project Management Consultant (PMC). The PMC will oversee:

- Demolition of the existing SDF-1 structure, and
- Comprehensive project management for the construction of the new NEST-3 facility.

To oversee the statutory compliance monitoring etc. for Demolition of SDF-1 and Construction of NEST-3 and act as a PMC for repair and maintenance work, the Client has decided to engage a PMC under Rule 133 (3) of GFR (hereinafter referred as "**PSU PMC**"). The scope is divided in following two parts:

Part A – Statutory Compliance Monitoring etc. for demolition of SDF-1 and Construction of NEST-3

This shall primarily focus on the comprehensive monitoring of compliance with all relevant statutory provisions, including but not limited to the **General Financial Rules (GFR), Procurement Manuals for Goods, Works and Services, the Environment Protection Act, and any other applicable regulations. The mandate shall also include validation of extra claims and invoices submitted by the contractor and the PMC engaged for the demolition of SDF-1 and construction of NEST-3.**

Part B – Project Management Consultancy for Repair, Maintenance and New Works

It shall encompass the overall scope relating to repair, maintenance, and new works, as applicable. An indicative list of Repair & Maintenance and New Works, including block cost estimates of the proposed sub-projects, is provided in the RFP as an Annexure. However, the phasing, sequencing and prioritization of works shall remain at the discretion of the competent authority.

The tentative list of works along with block cost is attached in **Annexure – 1**.

3. Objectives of the Assignment

The primary objectives of engaging the PSU PMC are to:

i) Part A:

- a) To ensure statutory compliance and governance oversight for the demolition of SDF-1 and construction of NEST-3, covering General Financial Rules (GFR), Procurement Manuals for Goods, Works and Services, the Environment Protection Act, any other applicable regulations and technical standards. This includes continuous monitoring of adherence to GFR provisions, eligibility and procurement manuals, NBC specifications, electrical and safety regulations, and environmental requirements
- b) It also includes thorough verification and validation of all invoices, claims, variations, and contractual submissions made by the contractor and PMC.

ii) Part B:

- a) **Provide end-to-end professional project management support** for planning, designing, coordinating, supervising, and monitoring all repair, maintenance, renovation, and upgradation works across the SEZ, ensuring seamless execution of the overall programme.
- b) **Conduct a comprehensive assessment of existing infrastructure and services**—including buildings, utilities, roads, drainage, electrical systems, security installations, mechanical plants, and environmental facilities—to prioritise interventions based on criticality, safety, and operational impact.
- c) **Prepare integrated technical solutions, repair strategies, and execution methodologies** tailored to each component of the scope—such as civil works, road resurfacing, drainage redevelopment, MEP systems, security systems, solar infrastructure, and STP/ biogas plants—ensuring technical soundness and long-term performance.
- d) **Develop a coordinated implementation plan** that sequences works logically, minimises disruption to SEZ operations and tenant activities, and ensures that civil, electrical, mechanical, and ICT works are synchronised with utility networks and facility operations.
- e) **Ensure adherence to all relevant codes, standards, and statutory requirements**, including CPWD specifications, MoRTH/ IRC standards (as applicable), NBC guidelines, electrical safety rules, environmental norms, and local regulatory compliances.
- f) **Establish and enforce robust quality assurance and quality control (QA/QC) mechanisms**, ensuring that all materials, workmanship, and installations meet approved specifications and performance benchmarks.
- g) **Maintain strict control over project timelines, cost estimates, and budgetary limits**, incorporating effective monitoring, reporting, risk management, and mitigation strategies to avoid delays, cost overruns, or disruptions.
- h) **Facilitate coordination among all stakeholders**, including SEZ authorities, contractors, vendors, utility agencies, and statutory bodies, ensuring timely decisions, clear communication, and efficient issue resolution.

- i) **Promote sustainable and modern infrastructure practices**, such as energy-efficient systems, solar power generation, improved waste and water management facilities, and upgraded safety and security systems aligned with long-term asset management goals.
- j) **Ensure successful completion and handover of all works**, supported by documentation, testing and commissioning, performance verification, and recommendations for future maintenance and lifecycle management.

4. Detailed Scope of PSU PMC Services

i) Part A:

1. Ensure comprehensive statutory compliance and governance oversight for the demolition of SDF-1 and construction of NEST-3 by monitoring adherence to General Financial Rules (GFR), Procurement Manuals for Goods, Works and Services, the Environment Protection Act, any other applicable regulations and technical standards, NBC standards, electrical and safety regulations. The PSU PMC shall track and coordinate all statutory approvals, review technical submissions for codal conformity, and ensure that construction practices, material approvals, and safety measures meet mandated requirements.
2. The consultant shall also implement strict verification and validation of all invoices, RA bills, measurements, variations, and claims submitted by the contractor and PMC teams, ensuring full alignment with contract provisions, approved BOQs, CPWD/ DSR benchmarks, and actual site progress. Robust governance systems, audit trails, compliance registers, and timely reporting shall be maintained to provide transparent oversight and support efficient, compliant, and well-documented project execution through to final handover.

ii) Part B:

1. **Mobilization & Site Takeover**
 - Subsequent to signing of the Contract, take possession of the encumbrance-free site from the Client and nominate a Responsible Engineer for project execution, with formal intimation to the Client.
 - Establish the project communications plan, document control protocols, risk & approvals trackers, quality & HSE plans, baseline schedules, and reporting formats (MIS).
 - Plan and implement site protection, access control, temporary utilities, and enabling works as required for safe mobilization.
2. **Surveys, Studies & Investigations**
 - Conduct detailed topographical surveys, utility mapping, engineering condition assessments, and geotechnical/ soil investigations across the project footprint; document existing services, constraints, and interfaces with campus infrastructure.

- Carry out structural assessments, MEP/ service condition surveys, material testing, and serviceability evaluations of existing facilities and networks.
- Prepare consolidated baselines capturing existing conditions, risks, interfaces, phasing constraints, and integration needs with SEEPZ infrastructure.

3. **Concept Development & Detailed Design**

- The PMC shall perform planning and design, preparing architectural concepts and multidisciplinary services drawings (architectural, structural, civil, MEPP, utilities, fire & life safety, ICT/ ELV, sustainability).
- Develop Concept & Schematic Design, Design Basis Reports (DBRs), coordinated detailed engineering/ GFC drawings, specifications, and as-required 3D/ BIM models. Incorporate constructability reviews, lifecycle/ value engineering, maintainability, and campus operations continuity.
- Ensure statutory/ code compliance (NBC, IS codes, CPWD/ MoRTH, electrical/ fire norms) and seamless integration with Client's power, water, drainage, telecom, effluent, access, and security systems.

4. **Costing, Estimates & Project Planning**

- Prepare preliminary cost estimates based on CPWD Plinth Area Rates (PAR) (as applicable), enhanced by the area cost index, and market rate analyses for non-PAR items—for financial sanction/approval by the Client.
- Prepare detailed estimates using CPWD/ MoRTH SoR and validated market analysis for non-schedule items.
- Develop phasing and logistics plans, execution sequencing, risk mitigation measures, and traffic/ access management to suit a live campus.
- Prepare the Master Construction Schedule (Primavera/ MS Project/ Excel) with resource & cost loading, critical path tracking, procurement schedule, and cash-flow projections aligned to sanction stages and funding tranches.

5. **Tender Documentation & Procurement Management**

- Prepare complete tender/ bid packages including drawings, technical specs, BOQs, QAP/ ITPs, HSE requirements, testing & commissioning procedures, contract conditions (general & special).
- Recommend and finalize strategy (EPC/ item-rate/ %-rate/ package-based), including sub-packaging of the works for efficient execution.
- Bidding process: Invite open tenders or tenders from shortlisted/ empanelled prequalified contractors/ agencies as per established criteria; develop and maintain a vendor/ bidder directory.
- Manage the RFQ–RFP cycle: float tenders, conduct pre-bid meetings/site visits, issue clarifications/ addenda, evaluate techno-commercial bids, support negotiations, and facilitate LOA/

WO/ Contract Agreement issuance.

- Award to the technically qualified L1 bidder within sanctioned cost (excluding agency charges). If L1 exceeds sanctioned cost, submit a revised cost sanction proposal to the Client with supporting documents and technical justification.
- Unless otherwise specified, PSU PMC is responsible for procurement through contractors/ agencies for construction and for compliance with applicable laws/ rules/ regulations in procurement processes.

6. Statutory Approvals, Statutory Payments & Liaison

- Prepare, submit, and process all drawings/ documents for NOCs/ clearances (e.g., MPCB, AAI, MCGM/ MIDC/ Special Planning Authority or other local bodies), and maintain an approvals tracker.
- From the Project Fund, make all statutory payments to local government/ authorities as applicable and obtain statutory approvals & completion certificates required for the project.
- The work of all services is in PSU PMC scope, including service connections from authorities and all necessary liaisoning.

7. Site Supervision & Quality Management

- Provide day-to-day site supervision for civil, structural, architectural interiors, façade, MEP, utilities, external development, and sustainability works as per approved GFC drawings, specs, QAP/ ITPs, and best practices.
- Review/ approve shop drawings, bar bending schedules (BBS), method statements, materials submittals, test plans, and maintain comprehensive quality records.
- Conduct inspections/ audits, witness tests, and ensure closure of NCRs/ observations with documented evidence.
- The PSU PMC shall conduct all mandatory tests, ensure execution as per specifications, and uphold quality accountability.

8. Schedule, Cost & Contract Control

- Track progress vs. baseline, highlight critical procurements, analyze delays, and implement recovery actions.
- Administer contracts: certify Measurement Books (MBs) and RA/ final bills, validate quantities, assess variations/ claims, and monitor budget vs. cash flow.
- PMC is responsible for efficient execution within sanctioned cost; prior approval from the Client is required for any deviations in cost or specifications.
- Authority & remedies: PMC may grant EOT, cancel/ determine contracts in full or part for non-performance/ poor workmanship, and get balance work executed at the risk & cost of the defaulting contractor/ subcontractor.

9. Safety, EHS & Labour Compliance

- Enforce HSE plans, permits-to-work, toolbox talks, safety audits; manage housekeeping, debris/ waste segregation, and pollution

control.

- Ensure statutory EHS and labour compliance (including PF, ESIC and all applicable labour laws) across all works, including demolition/ high-risk operations; maintain records and evidence of compliance.

10. Governance, Audit & Oversight

- The project shall be open to inspection by the Client or its authorized representatives; all instructions of such authorities shall be complied with.
- PSU PMC is wholly responsible to address observations/ comments/ defects raised by C.T.E, C.V.C, and C.A.G related to planning and execution procedures; maintain audit-ready records and timely responses.

11. Stakeholder Coordination & Reporting

- Coordinate with the Client, design consultants, contractors, utility agencies, statutory authorities, and SEEPZ SEZ departments.
- Conduct weekly/ monthly reviews and submit MIS covering time–cost–quality–HSE, risk registers, MoMs, and red-flag deviations.

12. Testing, Commissioning & Integration (T&C)

- Oversee T&C of HVAC, electrical, plumbing, fire & life safety, ICT/ ELV & access control, lifts, STP/ ETP, solar systems, and external utilities.
- Ensure system integration, interlocks/ compatibility checks, statutory testing, and performance validation prior to handover; facilitate statutory completion certificates where applicable.

13. Completion, Handover & Certifications

- Conduct joint inspections; prepare and close snag/ punch lists.
- Facilitate issuance of Primary Acceptance Certificate (PAC) upon completion and Final Acceptance Certificate (FAC) upon DLP closure, alongside requisite statutory completion documentation.

14. Documentation & Knowledge Transfer

- Compile and hand over complete as-built packages (DWG/ PDF), O&M manuals, warranties, test compendia, statutory certificates, and asset registers.
- Submit a Project Completion Report summarizing scope, cost, schedule, quality/ HSE performance, lessons learned, and value engineering outcomes.

15. Defects Liability Period (DLP) Support

- Monitor DLP performance, maintain defect/ complaint logs, coordinate rectifications and closures.
- Any defects identified during DLP shall be rectified by the Contractor; in case of failure, PMC shall ensure rectification at the Contractor's risk & cost, without prejudice to other legal rights.

- Recommend release of retentions/ guarantees and Final Completion Certificate after successful DLP performance.

16. **Final Accounts & Contract Closure**

- Verify and certify final bills, reconcile materials, assist in settling variations/ claims, and complete contractual close-out records and archives.

5. **Indicative Requirement of Key Experts:**

PSU PMC may plan for required resources based on their own judgment of the scope of work. However, onsite resources with deployment schedule should be accepted by client prior to start of any sub-project and all required resources must be available dedicatedly throughout the sub-project timeframe. A penalty is applicable for not availability of resources as per RFP.

6. **Payment Terms**

A. **Part A**

The PSU PMC shall ensure full compliance with all statutory requirements under the Terms of Reference applicable to Part-A, strictly within the rate quoted in its financial bid for Part-A. The service charges of the PSU PMC shall be computed on the basis of the final executed project cost. Accordingly, the PSU PMC shall be entitled to receive its service charges upon certification of the corresponding RA bill and its payment by the Authority, calculated proportionately to the extent of the certified payment under the RA bill.

In addition, the PSU PMC shall vet the Request for Proposal (RFP) and all associated bid documents prepared by the PMC appointed for the project under Part-A. This vetting activity shall be undertaken as part of the PSU PMC's scope of services; however, **no separate or additional payment shall be admissible** for such vetting. The PSU PMC shall be remunerated only for statutory and regulatory compliances carried out during the execution of the contract as specified herein.

At every milestone of the contractor's work, the PSU PMC shall mandatorily verify compliance with the GFR, the applicable Manuals of Procurement (Goods/Services/Works), all environmental and safety requirements, and the relevant technical norms (MEP/Civil) prior to certifying or vetting any bill. The service charges of the PSU PMC shall be released only upon submission of a compliance certificate confirming adherence to all such requirements at each stage of invoice certification.

B. **Part B**

1. PSU PMC shall execute the Project on "Deposit work basis" on behalf of Client and shall be paid the actual cost of Project plus the Service charges at the rate quoted in Financial bid for Part-B on the actual cost

of the Project for Architectural & Engineering Services for planning, designing, Project Management, Supervision Services.

2. The expression 'actual cost of Project' shall include the following:

- a) All the final payments made to the contractor(s), sub-contractor(s), supplier(s), agency as agreed upon in the tender for the construction of all the buildings, services, related facilities etc.
- b) All costs of materials acquired for the Project and used on the work, either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the Client.
- c) All cost of labour and manpower deployed on the Project works by the PSU PMC on its own or through labour contractors or even its own manpower provided to contractors for execution of the works.
- d) Actual cost of site survey, soil testing charges, laboratory charges for testing of any material, manufactured or built items including the cost of cartage of samples to and from the laboratory.
- e) The cost towards vetting of design/ drawings from any reputed institute (including Indian Institute of Technology) and/ or their services for consulting any matter concerning the Project.
- f) All monetary liabilities of the PSU PMC towards the contractors/ sub-contractor, suppliers and other agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided they have been accepted by the PSU PMC as balance payment against final bill of these agencies.
- g) All additional costs as payable to contractors/ vendors/ labors etc. on account of risk & cost action against contractor.
- h) All liabilities arising out of any court decree or arbitration award and/ or any additional costs transpiring due to the direction of any court/ tribunal/ statutory body and/ or any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc. for the purpose of initiating on behalf of, or defending, itself or the Client in any suit or arbitration, in respect of any dispute arising out of the Project works done or to be done and/ or freeing the site of all encumbrances and/ or charges.
- i) This sub-clause only addresses disputes/ arbitrations/ suits with any or all of the contractors or any other person(s) body/ authority. Nothing in this sub-clause shall be construed to cover any disputes/ arbitrations/ suits between the Client and the PSU PMC, in which case, each party shall bear its own costs.

4.3 The actual cost of work shall not include:

- a) Cost of land; and

- b) Cost paid by the Client to local government or any other statutory body or bodies for getting approvals for the Project etc.
- 4.4 All tax liabilities including Applicable Taxes on payments to contractors & PSU PMC and any further tax liability arising out of statutory amendments in laws, government notifications etc. shall be paid by Client to PSU PMC.
- 4.5 In case of non-receipt of the payment, any extra cost incurred by PSU PMC on operation of GST law applicable from time to time including but not limited of reversal of Input tax credit and interest thereon, such extra cost shall have to be reimbursed to PSU PMC by the Client.
- 4.6 The payments by the Client shall be made by transfer of funds in a bank account of PSU PMC or through demand draft/ cheque/ RTGS/ NEFT.
- 4.7 The Client shall give initial deposit of 5% (Five percent only) advance of the estimated cost for each work on sanction of the cost and approval of drawings by Client to PSU PMC. This initial deposit would be recovered on pro rata basis till 90% completion of work.
- 4.8 At the time of the award of work to the contractor(s), the Client will, in addition to the initial advance mentioned in sub-Clause 4.7, further give 10% (Ten percent only) of the awarded tendered cost as interest free advance to the PSU PMC for disbursement to the Contractor(s). The PSU PMC will subsequently recover this advance from the contractor(s) as per the provision of contract. The entire advance shall be recovered till completion of 90% work. However, if any interest is charged to the contractor the same shall be passed to the owner.
- 4.9 The above two advances will be released on furnishing Bank Guarantee of equivalent amount and will be released after successful recovery of entire advance amount.
- 4.10 The PSU PMC shall give to the Client, their monthly bill/ reimbursement bill showing description of work done, quantity & value of services rendered and Applicable Tax along with their expenditure claim (including agency charges) duly certified by a representative of PSU PMC on the Project, for reimbursement of expenditure incurred. The Client shall release the payment within 30 (thirty) days of submission of certified invoices/reimbursement bill by the PSU PMC. On completion of work, the accounts of the works shall be closed and a final statement shall be submitted for settlement along with refund of excess deposit received, if any, audited by a Chartered Accountant. All government rules & regulations pertaining to Applicable Taxes shall be applicable and binding on both Client & PSU PMC.
- 4.11 The running bill/ final bill shall be submitted with all required documents. The Performance guarantee of contractor will be released only after successful completion of work and handing over to owner with the permission of Client.

i. 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.

ii. Penalty:

i. Penalty for Delay in Submission of Deliverables

- a. PSU PMC shall be required to complete the construction of Project within the period stipulated in the Contract Agreement. In case of delay, which may occur due to the reasons beyond the control of PSU PMC, PSU PMC would intimate the Client with full details of extension in time limit for completion of the works.
- b. If the delay in completion is solely attributable to the PSU PMC, the PSU PMC shall be liable to pay as damages to "Client" a sum calculated @ 1.00% (One percent) of the Agency Charges for the balance work for each month of delay, subject to a maximum of 10% (Ten percent) of the Agency Charges of balance work.
- c. The PSU PMC shall be fully responsible to defend any suits or arbitration/ Court cases on behalf of Client arising out of project in connection with the work between the PMC and its Contractor(s) and any award/ decree during the construction stage or post completion of work, shall be payable from the Project Fund/ Client. However PSU PMC shall not charge Agency Charges on such Arbitration award(s)/ court decree(s) in the favour of contractor(s).
- d. If the performance of PSU PMC is not found satisfactorily, the contract can be terminated in full or part by giving 7 days' notice. Work can also be splitted in part and can be assign to other PSU or its subsidiaries depending on the requirement of client, nature of work, requirement of work etc. on the same rate/ terms & conditions without assigning any reason. This is applicable for any additional work, maintenance etc. In case of part withdrawal of work all advance paid to PSU PMC shall be returned

back to Client without any claim. The decision of Client shall be final & binding upon PSU PMC.

ii. Penalty for delay in deployment of resources

- 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.

Note: The total penalty under the penalty clause shall be capped at 10% of the Agency Charges.

Annexure – 1

The tentative list of works of **Part B** are as below:

a. Repair and Maintenance works (Approx. cost INR 8,850 Lakhs)

1. All buildings
2. Drainage System, Sewer Line
3. Electrical Duct
4. Roads (estimated for 5.2 km) including beautification, road furniture etc.
5. Existing office building (Service Centre Building)
6. Sewage Treatment Plant (STP)
7. Lift of all Buildings (Civil Works and Periodic Maintenance)
8. Water supply system
9. Street lights
10. Solar Power Generating system
11. Biogas Plant, Wet Waste and Dry Waste Processing Zone and Garbage Segregation Point
12. Any other works, if required by authority

b. New work, if required by the authority

1. Construction of new SEZ Gate (Gate no. 3) **(Approx. cost INR 350 Lakhs)**
2. Any other works, if required by authority

Note: The above list and cost is tentative; the client may add on to the list, if required. Also, the actual cost may vary during implementation. Moreover, finalization the phasing, sequencing and prioritization of works shall remain at the discretion of the competent authority.

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 Deputy 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	NA	NA
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:	

Name of the Consultant:

Name of Consultant's Authorized Signatory:

Designation of the person signing the Proposal:

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 o 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:

1. Past projects with focus on special features and quality aspects (along with some photos) and special project management techniques that might have been used to execute the project speedily and within initial budgeted cost.
2. Technical Approach and methodology proposed towards this project with respect to the nature of typology, structure, orientation, kind of finishing, approaches for Green building, sustainability energy efficiency/ overall savings, safety measures, innovations etc. and innovative idea of technology for faster construction.
3. Project management approach for this project- Work plan including Time schedule & Quality Assurance & HSE/ Risk System, Project organization, responsibility of key personnel, etc.

7. Bid Security Declaration

Form of Bid Security Declaration

I/We, **M/s (Name of Bidder)** am/are aware that I/We, being MSE/PSU, have been exempted from submission of Bid Security/ Earnest Money Deposit/ Performance Security in lieu of this Bid Security Declaration.

I/We understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/We i.e., the bidder shall be banned from submission of bids in any Works/Service Tender issued by SEEPZ-SEZ for a period of 24 months from the date of such banning order.

Authorized Signatory

Sign and Stamp

8. Format for Bank Guarantee

(Not applicable)

Name of Work: Statutory Compliances Monitoring etc. for PMC services for demolition of SDF 1 and construction of NEST 3 and Project Management Consultancy for carrying out Repair, maintenance and new work 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)

9. Financial Proposal Format

Name of Work: Statutory Compliances Monitoring etc. for PMC services for demolition of SDF 1 and construction of NEST 3 and Project Management Consultancy for carrying out Repair, maintenance and new work in SEEPZ-SEZ, Mumbai.

Name of Project Management Consultant:

S. No.	Description	Estimated Project Cost (INR Lakhs)	Service Charge (in %)	Estimated Service Charges Payable*
1	Part A Statutory Compliance Monitoring etc. for demolition of SDF-1 and Construction of NEST-3	30,000	(To be filled)	-
2	Part B Project Management Consultancy for Repair, maintenance and new work	9,200 (i.e., 8,850 + 350)	(To be filled)	-
	Total			-

* **Estimated Service Charges Payable shall be calculated on the basis of the above Estimated Project Cost only for the purpose of determining the lowest financial quote (L1).**

Notes:

- i). The Bidder shall quote the Service Charge in percentage (%). The actual Service Charges payable to the PMC shall be calculated on the actual executed Project Cost of Part A / Part B, as applicable, at the respective percentage quoted for that part.
- ii). It shall be the sole discretion of the SEEPZ Authority to decide whether to execute any work and/or to add, delete, remove or modify any items/works listed (including those in Annexure-B). The PMC shall not be entitled to claim any Service Charges for any project/work not executed, merely on the ground that it is mentioned in the tender.
- iii). For any project/work where the PMC is required to act only for statutory compliance monitoring, and SEEPZ has already onboarded a separate consultant/agency or otherwise directs the PMC in writing to do so, the Service Charge quoted under Part A shall be applicable.
- iv). 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.

Name of the Consultant:

Name of Consultant's Authorized Signatory:

Designation of the person signing the Proposal:

Section 7 – Draft Contract Agreement

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

2 CONTRACT AGREEMENT

For

**Statutory Compliances Monitoring etc. for
PMC services for demolition of SDF 1 and
construction of NEST 3 and
Project Management Consultancy for
carrying out Repair, maintenance and new
work 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.

<p>1.9 Code of Integrity</p>	<p>a) The Client, the Consultant and their representatives shall strictly adhere to the code of integrity as stipulated under GFR 175.</p> <p>b) The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract</p>
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<p>2. Commencement, Completion, Modification, and Termination of Contract</p>	
<p>2.1 Effectiveness of Contract</p>	<p>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.</p>
<p>2.2 Commencement of Services</p>	
<p>2.2.1 Program</p>	<p>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.</p>
<p>2.2.2 Starting Date</p>	<p>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.</p>
<p>2.3 Completion</p>	

<p>2.3.1 Intended Completion Date</p>	<p>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.</p>
<p>2.3.2 Delay Penalty</p>	<p>The Client may impose a penalty for delay in pre-tendering stage, for reason attributable to the Consultant @ 1.25% of contact value per week capped to 10% of the contract value of Consultant.</p>
<p>2.4 Modification</p>	<p>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.</p>
<p>2.5 Force Majeure</p>	
<p>2.5.1 Definition</p>	<p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p>
<p>2.5.2 No Breach of Contract</p>	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
<p>2.5.3 Extension of Time</p>	<p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p>

	<p>and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third parties.</p>
<p>3.2 Conflict of Interests</p>	<p>3.2.1 The Consultant shall hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>3.2.2 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p> <p>3.2.3 The payment of the Consultant pursuant to GCC shall constitute the Consultant's only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>3.2.4 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the applicable rules and guidelines of the Government of India, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p> <p>3.2.5 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>

	<p>3.2.6 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
<p>3.3 Confidentiality</p>	<p>Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p> <p>In the event that the Firm or its representatives are requested pursuant to, or required by, applicable law or regulation or by legal or administrative process to disclose any Confidential Information, or where the Firm wishes to disclose to its professional indemnity insurers or to its advisers, the Firm agrees that it will, as far as is legally and practically possible, provide the Client with prompt notice of such request or requirement in order to enable the Client to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Firm or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed.</p>
<p>3.4 Insurance to be Taken Out by the Consultant</p>	<p>The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub- Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services.</p>

<p>3.5 Consultant's Actions Requiring Client's Prior Approval</p>	<p>The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> a. entering a sub-consultancy for the performance of any part of the Services, b. changing the Program of activities; and
	<ul style="list-style-type: none"> c. any other action that may be specified in the SCC.
<p>3.6 Reporting Obligations</p>	<p>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.</p>
<p>3.7 Documents Prepared by the Consultant to Be the Property of the Client</p>	<p>3.7.1 All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant in accordance with Sub- Clause 3.6 shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.</p> <p>3.7.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>
<p>4. Consultant's Experts</p>	
<p>4.1 Description of Key Experts</p>	<p>The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Experts are described in Appendix B. The Key Experts listed by title as well as by name in Appendix B are hereby approved by the Client.</p>
<p>4.2 Removal and/or Replacement of Experts</p>	<p>4.2.1 Except as the Client may otherwise agree, no changes shall be made in the Key Experts. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the</p>

	<p>Key Experts, the Consultant shall provide as a replacement a person of equivalent or better qualifications.</p> <p>4.2.2 If the Client finds that any of the Experts have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Experts, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>4.2.3 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>4.2.4 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Experts.</p> <p>Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>
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<p>5. Obligations of the Client</p>	
<p>5.1 Assistance and Exemptions</p>	<p>The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client shall use its best efforts to provide the Consultant such assistance and exemptions as specified in the SCC.</p>
<p>5.2 Services, Facilities and Property of the Client</p>	<p>The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.</p>

<p>5.3 Counterpart Personnel</p>	<p>5.3.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant’s advice, if specified in Appendix A.</p> <p>5.3.2 Professional and support counterpart personnel, excluding Client’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p>
<p>5.4 Payment Obligation</p>	<p>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.</p>
<p>5.5 Change in the Applicable Law</p>	<p>If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the Service Charge/ Agency Charge % 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.</p>
<p>6. Payments</p>	
<p>6.1 Contract Price</p>	<p>6.1.1 The Consultant’s Contract Price shall be a fixed lump- sum net of all costs incurred by the Consultant in carrying out the Services described in Appendix A. The Contract Price is set forth in the SCC. The Contract price breakdown is provided in Appendix C.</p> <p>6.1.2 Any change to the Contract price specified in Clause 6.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.4 and have amended in writing the Terms of Reference in Appendix A.</p>

<p>6.2 Taxes and Duties</p>	<p>6.2.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.</p> <p>6.2.2 As an exception to the above and as stated in the SCC, the GST is reimbursed to the Consultant.</p>
<p>6.3 Mode of Billing and Payment</p>	<p>6.3.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 6.1.1.</p> <p>6.3.2 The payments under this Contract shall be made in lump- sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.</p> <p>6.3.3 The Client shall pay the Consultant within forty-five (45) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same forty- five (45) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>6.3.4 The final payment under this Clause shall be made only after the final report l have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within sixty (60) calendar days after receipt of the final report by the Client unless the Client, within such sixty (60) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>6.3.5 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p>

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 “Statutory Compliances Monitoring etc. for PMC services for demolition of SDF 1 and construction of NEST 3 and Project Management Consultancy for carrying out Repair, maintenance and new work in SEEPZ-SEZ, Mumbai”
1.1(d)	The Client is <i>SEEPZ SEZ Authority, Andheri, Mumbai</i>
1.1(e)	The Consultant is _____
1.4	<p>The addresses are:</p> <p>Client: SEEPZ SEZ Authority, SEEPZ SEZ, MIDC Central Road Andheri East, Mumbai 400096</p> <p>Attention: Development Commissioner, SEEPZ-SEZ</p> <p>Authority E- mail: dcseepz-mah@nic.in</p> <p>Consultant:</p> <p>Attention:</p> <p>Facsimile:</p> <p>E-mail:</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client:</p> <p>For the Consultant: <i>[name, title]</i> _____</p>
1.7	The authorized member in charge is _____
2.1	No change to the GCC clause
2.2.2	The Starting Date for the commencement of Services is seven (7) days after contract signing.

<p>2.3</p>	<p>The total consultancy duration shall be 24 months from the Commencement Date, including Defect Liability Period (DLP).</p> <p>This may further be extended to another two tranches of 12 months each in accordance with the Contract provisions.</p>
<p>2.3.2</p>	<p>If the delay in completion is solely attributable to the PSU PMC, the PSU PMC shall be liable to pay as damages to "Client" a sum calculated @ 1.00% (One percent) of the Agency Charges for the balance work for each month of delay, subject to a maximum of 10% (Ten percent) of the Agency Charges of balance work.</p>
<p>3.2.2</p>	<p>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</p>
<p>3.4</p>	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party liability – as stipulated by relevant government law. (ii) Client’s liability and workers’ compensation – as stipulated in the employees’ compensation act. (iii) Professional liability – at least 110% of the Contract Price.
<p>3.5 c.</p>	<p>The Consultant shall follow the protocol stipulated in the Terms of Reference regarding entering-exiting Client’s premises while performing all project related activities.</p>
<p>3.7</p>	<p>There are no specific restrictions.</p>
<p>5.1</p>	<p>The Client shall provide necessary assistance in providing gate-passes for smooth entry of the Consultant’s vehicles and employees.</p>
<p>5.4</p>	<p>For Part B of Scope of Services:</p> <p>The Client shall give initial deposit of 5% (Five percent only) advance of the estimated cost for each work on sanction of the cost and approval of drawings by Client to PSU PMC. This initial deposit would be recovered on pro rata basis till 90% completion of work.</p> <p>At the time of the award of work to the contractor(s), the Client will, in addition to the initial advance mentioned in sub-Clause 4.7, further give 10% (Ten percent only) of the awarded tendered cost as interest free advance to the PSU PMC for disbursement to the Contractor(s). The PSU PMC will subsequently recover this advance from the contractor(s) as per the provision of contract. The entire advance shall be recovered till completion of 90% work. However, if</p>

	<p>any interest is charged to the contractor the same shall be passed to the owner.</p> <p>The above two advances will be released on furnishing Bank Guarantee of equivalent amount and will be released after successful recovery of entire advance amount.</p>
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	<p>Consultant's account details for payments under the Contract are:</p> <p>Account Name:</p> <p>Bank Name:</p> <p>Branch Name:</p> <p>IFSC Code:</p>
7.1	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.

2.1 Appendix A – Terms of Reference

2.2 Appendix C – CVs of Proposed Key Experts

2.3 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.