



## **SEEPZ SEZ AUTHORITY**

### **Request for Proposals**

for

### **RFP FOR SELECTION OF A REPUTED AGENCY FOR CONSTRUCTION AND SOLE RIGHTS DISPLAY ON VARIOUS ADVERTISING MEDIA AT SEEPZ CAMPUS, ANDHERI (E), MUMBAI-96**

Tender Ref. No.: E-OPT-12/90/2022-EO

Date of Issue: 01.12.2022

#### **ISSUING AUTHORITY:**

**Development Commissioner, SEEPZ- SEZ, Mumbai**

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

E-Mail: [dcseepz-mah@nic.in](mailto:dcseepz-mah@nic.in)

Helpline No.: 022-28290856

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

## Key information at a glance

SN	Item	Description
1	Tender Ref. No.	E-OPT-12/90/2022-EO
2	Tender Title	RFP FOR SELECTION OF A REPUTED AGENCY FOR CONSTRUCTION AND SOLE RIGHTS DISPLAY ON VARIOUS ADVERTISING MEDIA AT SEEPZ CAMPUS, ANDHERI (E), MUMBAI-96
3	Cost of Request for Proposals	Request for Proposals can be downloaded <b>free of cost</b> from the following websites: <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> <a href="http://seepz.gov.in/tender.aspx">http://seepz.gov.in/tender.aspx</a>
4	EMD	Rs 5,00,000/- (Rupees Five Lakh Only)
5	Date of Tender Publishing	30.11.2022
6	Date and time of Pre-Proposal Meeting	09.12.2022
7	Tentative date for publishing Responses to Pre-Proposal Queries and Corrigendum, if any	12.12.2022
8	Last date and time for Submission of Proposals (Technical+ Financial)	23.12.2022
9	Date and time of opening of Technical Proposals	26.12.2022
10	Tentative date for publication of technical evaluation results	28.12.2022
11	Tentative date for opening of financial Proposals	29.12.2022
12	Help Desk No. (For E -Procurement)	Primary Custodian: Shri Vikram Satre: 8286587409 Secondary Custodian: Shri Amit Patra: 9664664208 Supervisory Custodian: Shri Kashif Ahmed: 8135073606 Supra Supervisory Custodian: Smt Bridget Joe eProcurement Helpdesk nos (New Delhi) 0120-4200462,0120-4001002,0120-4001005
13	Link for accessing training schedule regarding use of e-procurement portal by agencies may be found at:	<a href="https://eprocure.gov.in/cppp/trainingdisp">https://eprocure.gov.in/cppp/trainingdisp</a>

14	Authority to be contacted in case of any clarification / request for entry permission for physical visit	Name: -Shri. Shyam Jagannathan Designation:- Development Commissioner, SEEPZ-SEZ Email:- <a href="mailto:dcseepz-mah@nic.in">dcseepz-mah@nic.in</a> Landline:-022 – 28294728/29
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## Section 1 – Letter of Invitation

**Proposal Reference No.:** E-OPT-12/90/2022-EO

**Date:** 30.11.2022

**Tender Title:** RFP FOR SELECTION OF A REPUTED AGENCY FOR CONSTRUCTION AND SOLE RIGHTS DISPLAY ON VARIOUS ADVERTISING MEDIA AT SEEPZ CAMPUS, ANDHERI (E), MUMBAI-96

1. The SEEPZ- SEZ authority invites sealed proposals from eligible bidders for Construction and Sole Rights Display on various Advertising Media at SEEPZ-SEZ, Andheri-East. More details pertaining to the scope of work may be seen under the Activity Schedule (Section V).
2. The selection principle of Quality Swiss Challenge shall be followed for selection of suitable bidder. The Bidding process shall be conducted in an online mode on the Central Public Procurement Portal (CPPP) which is publicly accessible using the following web address: <https://eprocure.gov.in/epublish/app>. Bidders can download the Request for Proposals free of cost from this portal.
3. Interested bidders must register on the e-procurement portal and upload their technical and financial proposals separately within the stipulated time and date.
4. Detailed instructions regarding online submission of proposals may be seen under Annexure-I. In case of any issues or queries related to the e-procurement portal, kindly send an email request to [dcseepz-mah@nic.in](mailto:dcseepz-mah@nic.in) or contact on 022-28294790 / Kashif Ahmed: 8135073606.
5. The Bidder 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. Technical Proposals shall be opened online. Agencies can see the tender opening status by logging on to the e-procurement portal using their registered IDs.
7. Financial Proposals of only technically qualified bidder shall be opened at a date which shall be pre-disclosed on the e-procurement portal.
8. SEEPZ SEZ Authority reserves the right to accept or reject any or all of the Proposals at any time during the Bidding process.

  
Development Commissioner  
SEEPZ SEZ Authority

## **PREAMBLE**

### **(Comparative Bidding)**

1. SEEPZ-SEZ, Authority (hereafter referred as the "Concessioneing Authority" or "Authority") has received a proposal from M/s Ronak Advertising (the "Original Project Proponent") for Construction and Sole Rights Display on various Advertising Media at SEEPZ-SEZ, Andheri-East (the "Project" or "Original Project Proposal") under Swiss Challenge selection principle route i.e. Comparative Bidding Route. The proposal is for erection of Hoardings, Gantries and Pole Kiosks at SEEPZ-SEZ campus of approximately 25,000 sq.ft area for which a payment of Rs. 1,02,00,000/- (Rupees One Crore Two Lakh Only) per annum which will be collected as revenue by the Authority. The proposed amount will be enhanced by 10% after every five year for a concession period of 15 years. The total Concession period of proposed Project is 15 (fifteen) years from the date of signing of Concession Agreement including. The Project is a revenue generating Project.
2. SEEPZ-SEZ Authority Committee has considered the Project proposal of the Original Project Proponent from technical, and financial aspects and modified the same in consultation with the Original Project Proponent and adopted the Project proposal as basis for selecting a person with whom the Concession Agreement for undertaking the Project.
3. SEEPZ-SEZ **(the "Project Facilitator")** has determined the technical and financial parameters of the Project as specified in Section 4 of this RFP. Based on the determined technical parameters, the Request for Qualification cum Request for proposal (RFP) document shall be issued to interested Bidders for submitting their prequalification bids in compliance with the technical parameters as determined by SEEPZ-SEZ and competitive Approach & Methodology and Enhanced Offer Bids. The Project Facilitator will evaluate each of the bidder's credential for its Technical and Financial Capacity based on technical and financial parameters as specified in Section 4 of this RFP. The Bidders meeting the qualifying criteria will be considered for opening of Approach & Methodology and Enhanced Offer Bid. If any Bidder offers an Enhanced Offer Bid which is superior to the proposal of the Original Proponent, the Original Proponent will have the first right of refusal i.e. the Original Proponent will have the right to match best Enhanced Offer Bid and if the Original Proponent agrees to match the best proposal, he will be awarded the project otherwise the project will be awarded to the bidder who have offered the best bid.
4. The Project Steering Committee shall consider the Enhanced Offer Bid **(the "Bid")** of only those qualified bidders whose pre-qualification bids fulfils the requirement as per the RFQ cum RFP document. RFQ cum RFP for selection of a reputed agency for construction and sole rights display on various advertising media at SEEPZ-SEZ CAMPUS.

5. After opening of Enhanced Offer Bids of the qualified bidders if the Project Facilitator receives a counter Enhanced Offer Bid from any other qualified Bidder which is found to be more competitive than that of the Original Project Proponent (hereafter referred to as the "Selected Bidder") the proposal of the Selected Bidder shall be compared with the proposal of Original Project Proponent. The Original Project Proponent shall be given an opportunity to make his Enhanced Offer Bid competitive with that of the Selected Bidder (who has submitted the counter proposal) within a period of 15 (fifteen) days from the date on which Original Project Proponent has been given the opportunity to do so.
6. If the Original Project Proponent fails to do so, then the Selected Bidder (who has submitted the counter proposal) shall be selected as the Concessionaire. The cost for the preparation of the project proposal, if there is any, incurred by the Original Project Proponent shall be reimbursed by the Concessionaire (who has submitted the counter proposal) as determined affront and declared in the RFQ cum RFP document. The project proposal submitted by the Original Project Proponent shall be the property of the SEEPZ-SEZ.
7. In case of no bids received in response to the Notice for inviting Bids, or no Bidder has been qualified, or no Bidder has submitted the Bid in response to the RFQ cum RFP document, SEEPZ-SEZ Authority shall enter into a Concession Agreement with the Original Project Proponent **(the "Concessionaire")**



## **Section 2 – Instructions to Bidders (ITB)**

### **A) GENERAL**

#### **1. Introduction**

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

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

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

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

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

- a) 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 –
- b) In case of breach of the code of integrity by a Bidder or a prospective Bidder, the 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

- Proposal security;
- iii. forfeiture or encashment of any other security or bond relating to procurement;
- iv. recovery of payments made by the Authority along with interest thereon at bank rate;
- v. cancellation of the relevant contract and recovery of compensation for loss incurred by the Authority;
- vi. Debarment of the Bidder from participation in any future procurements of any Authority for a period of up to three years.

#### **4. Eligibility**

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

#### **5. Qualifications**

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

#### **6. E-Tendering Online Proposal Submission Process**

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

## B. Request for Proposals

### 7. Contents of Request for Proposals

- a) The Request for Proposals includes the following Sections, which should be read in conjunction with any amendment issued in accordance with ITB.
  - Section 1 Invitation for Bidders
  - Section 2 Instructions to Bidders (ITB)
  - Section 3 Data Sheet
  - Section 4 Evaluation Criteria
  - Section 5 Terms of Reference
  - Section 6 Proposal Forms
  - Section 7 General Conditions of Contract (GCC)
  - Section 8 Special Conditions of Contract (SCC)
  - Section 9 Contract Forms
  - Financial Proposal Template in MS Excel format
  
- b) Unless downloaded directly from the SEEPZ website (<http://seepz.gov.in>) or the e-procurement portal (<https://eprocure.gov.in/epublish/app>) as specified in the **Data Sheet**, Authority shall not be responsible for the correctness of the Request for Proposals, responses to requests for clarification, the Minutes of the Pre-Proposal meeting, if any, or Amendment(s) to the Request for Proposals in accordance with ITB.
  
- c) Bidders are expected to examine all instructions, forms, terms, and specifications in the Request for Proposals and to furnish with its Proposal all information or documentation as is required by the Request for Proposals.

### 8. Clarification of Request for Proposals

- a) A Bidder requiring any clarification of the Request for Proposals shall contact the SEEPZ, SEZ authority in writing / email at the Authority's address specified in the **Data Sheet**.
  
- b) The Authority will respond in writing / email / through the e-procurement portal to any request for clarification, provided that such request is received prior to the deadline for submission of Proposals within a period specified in the **Data Sheet**. The Authority shall also promptly publish brief description of the enquiry but without identifying its source and its response at its website or on the e-procurement portal.
  
- c) Should the clarification result in changes to the essential elements of the Request for Proposals, the Authority shall amend the Request for Proposals following the procedure given under ITB.

## **9. Pre-Proposal Meeting**

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

## **10. Amendments to Request for Proposals**

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

## **11. Site Visit and Verification of Information**

- a) Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- b) It shall be deemed that by submitting a Bid, the Bidder has:
  - a) Made a complete and careful examination of the Bidding Documents (including the Proposal of Original Proponent);
  - b) Received all relevant information requested from the Authority;
  - c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 10. A (ITB)
  - d) Satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting

- an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.2 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire;
  - f) Acknowledged that it does not have a Conflict of Interest; and
  - g) Agreed to be bound by the undertakings provided by it under and in terms hereof.
  - h) The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ cum RFP the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
  - i) The Bidder shall continue to be responsible for all claims and declarations made under its Bid for the entire Bidding Process and if selected under the Bid Process as Successful Bidder, throughout the Concession Period.

## C. Preparation of Proposals

### 12. Documents Comprising Proposal

- Bidder's pre-qualification / eligibility submission shall comprise the documents listed under ITB Clause 4 and corresponding Data Sheet entry.
- Bidder's technical Proposal shall comprise the following:
  - Section 1 Invitation for Bidders
  - Section 2 Instructions to Bidders (ITB)
  - Section 3 Data Sheet
  - Section 4 Evaluation Criteria
  - Section 5 Terms of Reference
  - Section 6 Proposal Forms
  - Section 7 General Conditions of Contract (GCC)
  - Section 8 Special Conditions of Contract (SCC)
  - Section 9 Contract Forms
- Bidder's financial Proposal shall comprise the financial quote submitted in the excel template published along with these Request for Proposals.

### 13. Financial Proposal

- a) The Bidder shall make its financial offer in INR only exclusive of GST, as specified in the BDS.
- b) Services rendered to SEEPZ SEZ Authority are categorized as zero rated services according to Section 16 of the IGST Act.

## **14. Period of Validity of Proposals**

- a) Proposals shall remain valid for a period of 180 days from the deadline of submission of Proposals unless otherwise specified in the **Data Sheet**.
- b) In exceptional circumstances, prior to the expiration of the Proposal validity period, the Authority may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Bidder may refuse the request without any penal repercussions. A Bidder granting the request shall not be required or permitted to modify its Proposal.
- c) The Bidder who agrees to the extension of the period of validity of bids so requested by the Procuring Entity shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A Bidder whose bid security is not extended or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of Procuring Entity will be final and binding in this regard.

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

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

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

### **16. Sealing, Marking and Submission of Proposals**

- a) Bidders shall submit their pre-qualification (eligibility) documents as well as the technical and financial proposals online.
- b) Online submission of Proposals shall be carried out in accordance with the instructions given under Annexure I.

## 17. Deadline for Submission of Proposals

- a) Proposals must be received by the Authority online on the e-procurement portal and at the address specified in the **Data Sheet** no later than the date and time specified in the **Data Sheet**.
- b) The date of submission and opening of Proposals shall not be extended except when:
  - sufficient number of Proposals have not been received within the given time and the authority is of the opinion that further Proposals are likely to be submitted if time is extended; or
  - the Request for Proposals are required to be substantially modified as a result of discussions in pre-Proposal meeting or otherwise and the time for preparations of Proposals by the prospective Bidders appears to be insufficient for which such extension is required.
- c) In cases where the time and date of submission of Proposals is extended, an amendment to the Request for Proposals shall be issued in accordance with ITB9.

## 18. Late Proposals

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

## 19. Opening of Proposals

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

## E. Evaluation and Comparison of Proposals

### 20. Confidentiality

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

### 21. Preliminary Examination of Proposals

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

### 22. Immaterial Non-conformities

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



## **23. Determination of Responsiveness**

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

## **24. Non-conformities, Errors and Omissions**

- a) Provided that a Proposal is substantially responsive, the Proposal Evaluation Committee may waive any nonconformity in the Proposal.
- b) Provided that a Proposal is substantially responsive, the Authority, being SEEPZ, SEZ authority or authorized representative may request that the Bidder submit the

necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.

- c) Provided that a Proposal is substantially responsive, the Proposal Evaluation Committee shall rectify quantifiable nonmaterial nonconformities related to the Proposal Price. To this effect, the Proposal Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

## **25. Evaluation of Proposals**

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

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

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

## F. Award of Contract

### 27. Award Criteria

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

### 28. Notification of Award

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

### 29. Other Statutory Requirements

Successful Bidder shall be required to fulfill insurance and other statutory requirements including submission of signed undertakings assuring compliance with the various standards stipulated in the conditions of contract. Failure of the successful Bidder to submit the same shall constitute sufficient grounds for the annulment of the award. In that event the Authority may award the Contract to the next highest evaluated Bidder, whose Proposal is substantially responsive and is determined by the Authority to be qualified to perform the Contract satisfactorily.

### 30. Signing of Contract

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

## Section 3 –Data Sheet

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

ITB Para Reference	Particulars
ITB 1b)	<p>The Authority is: SEEPZ SEZ Authority, Andheri (E), Mumbai 400096</p> <p>The Method of Selection of Bidder is based on selection principle of the Swiss Challenge Methodology.</p>
ITB 1 d)	The intended completion date is
ITB 4 b)	In order to be considered for technical evaluation, the Bidder must satisfy the eligibility requirements stipulated under Section 4.
ITB 6 b)	<p>The official website of SEEPZ SEZ Authority is: <a href="http://seepz.gov.in">http://seepz.gov.in</a></p> <p>The e-procurement portal is: <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a></p>
ITB 7 a)	<p>The Authority's address for seeking clarifications is:</p> <p>Office of the Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai – 400096</p> <p>The email address is: <a href="mailto:dcseepz-mah@nic.in">dcseepz-mah@nic.in</a></p> <p>Queries may also be raised by using the 'seek clarifications' option available on the e-procurement portal.</p>
ITB 7 b)	The Bidders may submit their requests for clarification no later than 10 days prior to deadline for submission of Proposals.
ITB 8 a)	<p>The pre-Proposal meeting shall be held electronically at 13.00 Hrs on 09.12.2022</p> <p>The interested bidders are requested to email at <a href="mailto:kashif.ahmed@gov.in">kashif.ahmed@gov.in</a> for the participation in the pre bid meeting before 5 PM on 08.12.2022. The link will</p>

	be shared with the interested bidders confirmation.
ITB 14 a)	No change. Proposals shall remain valid for a period of 180 days from the deadline of submission of Proposals.
ITB 16 a)	The web-address of e-procurement portal is <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>
ITB 19 a)	The technical Proposals shall be opened online at 16.00 Hrs on 22.12.2022.
ITB 25 d)	The presentations shall be held online using Cisco Webex within a week after opening of the technical proposals. The specific dates, time and meeting links shall be notified by the authority on its website i.e. <a href="http://seepz.gov.in">http://seepz.gov.in</a>
ITB 28 a)	The expected date of award of contract is 27.09.2022.

## Annexure I - Instructions for Online Proposal Submission

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

### **REGISTRATION**

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

### **SEARCHING FOR TENDER DOCUMENTS**

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

## **PREPARATION OF PROPOSALS**

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

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

## **SUBMISSION OF PROPOSALS**

1. Bidder should log into the site well in advance for Proposal submission so that they can upload the Proposal in time i.e. on or before the Proposal submission time. Bidder will be responsible for any delay due to other issues.
2. The Bidder has to digitally sign and upload the required Proposal documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of Proposal submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Proposal submission time, otherwise the uploaded Proposal will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial Proposals in the format provided and no other format is acceptable. If the price Proposal has been

given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the Bidder, the Proposal will be rejected.

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

#### **ASSISTANCE TO BIDDERS**

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

Bidders may avail the free training on the use of e-procurement system as per the schedule published at the following link: <https://eprocure.gov.in/cppp/trainingdisp>. In case of any further queries, please contact Shri Kashif Ahmed at +91-8135073606 and Shri Vikram Satre at +91-82865-87409 during office hours i.e. between 10 AM till 6 PM on weekdays.



## Section 4 – Evaluation Criteria

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

### Assessment of Eligibility

#### 1. Preliminary Examination of Bids and Determination of Responsiveness

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

#### 2. Qualification Requirements

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

SN	Eligibility Criteria	Supporting Documents
1	Bidder must be a valid legal entity registered with appropriate government authority in the form of a firm / company / LLP and must be in existence for at least 5 years (i.e. since FY2016-17). Joint Venture is not permitted.	1. Registration / Incorporation certificate 2. Details of ownership, address, contact details including e-mail and telephone numbers.
2	Must possess a valid GSTN and PAN	Copies of GSTN, PAN
3	Bidder must have an average annual turnover of at least Rs.10 crores during past 3 financial years (FY 2018-19, 19-20 &20-21).	Audited financial statements for the past 3 financial years. Profit & Loss statement and assets & liability statements for last three years duly certified by the Chartered Accountant.
4	Bidder should have a positive net worth during each of the past 3 financial years.	CA certificate clearly stating that the bidder has positive net worth during each of the past 3 FYs.
5	Experience in outdoor advertisement contract of not less than 10 years (Ten) years with Government, Semi Government or other statutory authorities. At Least 15 Outdoor Advertising contracts in last seven years with any Government /PSU /Municipal Corporation out of which minimum 5 contracts should be towards construction of media with minimum	Summary of relevant experiences. Completion certificates issued by the authorities clearly mentioning the name of the assignment, scope of work, area of the campus, value of the contract, etc. In case the scope of work is not elaborated / area of the campus is not mentioned in the completion certificate, corresponding

	2 lakh sq feet of advertising display area and Two Outdoor advertising Contracts with any Government /PSU /Municipal Corporation of minimum 10 crores each.	contract agreement may be submitted.
6	Three Beautification Contracts against advertising right with any Government/PSU/Municipal Corporation with minimum beautification area of minimum 2 lakh sq feet.	Summary of relevant experiences. Completion certificates issued by the authorities clearly mentioning the name of the assignment, scope of work, area of the campus, value of the contract, etc. In case the scope of work is not elaborated / area of the campus is not mentioned in the completion certificate, corresponding contract agreement may be submitted.
7	Must not be presently debarred / blacklisted by any procuring entity under the central government including PSUs and autonomous entities or by state governments or by multilateral agencies such as The World Bank, Asian Development Bank, etc.	The firm/ agency shall submit an affidavit on Rs 500/- court fee stamp that their firm/ agency has not been declared as bankrupt by any institution or Govt/ Authority /Department., firm/ agency is not blacklisted by Govt. for failure to pay any Govt. dues, firm/ agency has not been adjudged by any court as insolvent, not convicted under any law for an offense involving moral turpitude or any criminal activities etc.
8	Bidder must have an in-house team of experts for editorial, design and marketing aspects. Details of in-house team of experts to be submitted.	Self-certification by HR head that the organization has staff on roll with adequate expertise in the domains of design, marketing and editorial work.
9	Attested copy of the Bank solvency certificate from any Nationalized / Schedule Bank for an amount not less than Rs.5 crores.	The firm/agency shall submit a Bank Solvency certificate from any Nationalized/ Schedule bank for an amount not less than Rs. 5 Crores.

Bidders must ensure that the documentary evidence submitted by them as proof of their qualification must provide the necessary information in adequate details to establish the facts without a scope for doubt. The documents should be self-certified. However, SEEPZ, SEZ reserves to verify any specific document at any time any scanned documents being submitted must possess adequate resolution to ensure their legibility without confusion. In case any information necessary for establishing bidder's qualifications is not clear from the documents submitted, the evaluation committee's interpretation in that regard shall be final. Incomplete or unclear documents may lead to disqualification of the bidder.

## Technical & Financial Evaluation Process

### 3. Evaluation of technical Proposal

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

SN	Eligibility Criteria	Supporting Documents	Marks
1	<p>Experience in outdoor advertisement contract of not less than 10 years (Ten) years with Government, Semi Government or other statutory authorities. At Least 15 Outdoor Advertising contracts in last seven years with any Government /PSU /Municipal Corporation out of which minimum 5 contracts should be towards construction of media with minimum 2 lakh sq feet of advertising display area</p> <p style="text-align: center;"><b>and</b></p> <p>Two Outdoor advertising Contracts with any Government /PSU /Municipal Corporation of minimum 10 crores each.</p>	<ol style="list-style-type: none"> <li>1. Summary of relevant experiences.</li> <li>2. Completion certificates issued by the authorities clearly mentioning the name of the assignment, scope of work, area of the campus, value of the contract, etc. In case the scope of work is not elaborated / area of the campus is not mentioned in the completion certificate, corresponding contract agreement may be submitted.</li> </ol>	<p style="text-align: center;">30 Marks (Within the 15 marks, Scoring will be done considering the scale, coverage and relevance of experience)</p>
2	<p>Three Beautification Contracts against advertising right with any Government/PSU/Municipal Corporation with minimum beautification area of minimum 2 lakh sq feet.</p>	<ol style="list-style-type: none"> <li>1. Completion certificates issued by the authorities clearly mentioning the name of the assignment, scope of work, area of the campus, value of the contract, etc. In case the scope of work is not elaborated / area of the campus is not mentioned in the completion certificate, corresponding contract agreement may be submitted.</li> </ol>	<p style="text-align: center;">30 Marks (Within the 10 marks, Scoring will be done considering the scale, coverage and relevance of experience)</p>

3	Bidder must have an in-house team of experts for editorial, design and marketing aspects. Details of in-house team of experts to be submitted.	Profile of in-house creative staff including the following positions:  1. Team Leader 2. Graphics Designer 3. Photographers 4. Editor	20 Marks (Up to 5 marks for each position. Number of available staff, their experience & qualification details shall be considered for marking )
4	Firm's work portfolio	Presentation of past work including creatives, Locations, Photographs, etc.	20 Marks (Portfolio shall be evaluated by the committee for quality of work)

**Minimum qualifying technical score is 75 Marks**

#### **4. Financial Evaluation Criteria**

1. Financial proposals of only those Bidders shall be opened who obtain at least 75 marks in the technical evaluation.

## Section 5 – Terms of Reference

### Background

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

1.1 The brief details of the Proposal received from the Original Project Proponent are as follows:

Name of the Project	Location	Base Price (per annum) which will collected as revenue by the Authority.	Period of Operation
Construction and Display of advertisements of 25,000 sq feet of Various Advertising media at SEEPZ Campus.	SEEPZ-SEZ, Andheri (E), Mumbai-96.	Rs 1, 02, 00, 000/- (Rupees One Crore Two Lakh Only) which will be enhanced by 10% after every 5 years.	15 years +1 year towards construction

*\*\*\*Any financial quote submitted by a bidder below the base price will not be considered. The increment after every 5 years should not be less than 10%. The bidder has to calculate the increment after every 5 years and subsequently quote in the financial bid.*

### Scope of Work

**The scope of work will broadly include Construction and display of various advertising media at premium locations in for a period of 15 years and the operation and maintenance thereof**

- 1) The bidder along with the construction of hoardings will also take up the responsibility of beautification of the locations as proposed in the tender document. The beautification plan needs to be submitted by the successful bidder in-front of the Authority for approval.
- 2) No electricity connection will be provided by the Authority. The successful bidder whose rates are accepted shall have to bear all expenses of erection of hoarding,

electricity and water connection if required. Monthly electricity expenses to be borne by the successful bidder.

- 3) The successful bidder must submit the details of their freight vehicle/workers/materials prior 15 days before commencing the work as gate pass needs to be generated which will be on chargeable basis.
- 4) The EMD of all unsuccessful bidders will be returned / refunded without interest only after finalization of the tender process
- 5) The allotment of hoarding sites is liable to be cancelled by the Authority in case of violation of terms and condition herein mentioned and of the agreement. The hoarding site can also be cancelled in case of misuse of the sites or increase in size of the hoarding or for any other purpose. In such cases successful bidder will not have claim of any nature against the Authority. Any request for alternate site can be considered only after permission of the Authority.
- 6) Under no circumstances the successful bidder whose rates may have been accepted will change the size and site of any hoarding on their own. Such change if required will be done after taking written permission from the Authority, with additional charges as may be decided by the Authority.
- 7) The Authority will depute its representative to verify the hoarding size from time to time. In case of increase in the permitted hoarding size the contractor will be liable to pay a fine per day for extra hoarding size at approved rates subject to minimum Rs. 1, 00, 000/- (Rupees One Lakh only). If the successful bidder does not adhere to the approved size of hoarding within ten days the contract will automatically stand terminated without any further notice. In such case Security deposit as well as tender amount paid at the stage will be forfeited.
- 8) The contractor will abide by and fulfill all the rules, regulations and provisions of the laws and requirement for running the said contract and thus the Authority will not be responsible for the same.
- 9) The structures erected shall be as per laid down standards and an annual certificate of structural stability from a structural engineer shall be furnished by contractor.
- 10) The bidder shall be responsible for any loss or damage to the hoardings /advertisement boards due to the nearby work or any reason and shall make good the damage or loss at their cost. The bidders have to reinstate the hoarding if destructed due to accident/natural calamity.
- 11) The advertisement content shall not be obscene or offensive to public sentiment. The Contractor will not display the advertisements about harmful and hazardous projects. If any complaint is received, the Authority can order for removal of the same, at the cost of the Contractor.

- 12) The Bidder shall in the first place submit the text of the advertisement matter for the approval of the SEEPZ Administration before the display of the advertisement.
- 13) Modification/Alteration to the advertisement matter shall be permitted during the period of contract for the display of the advertisement with the permission of the Authority.
- 14) Advertisement photos and written matters shall be governed by the existing laws of the State and Central Govt, Municipal authorities. The successful bidder will abide by and fulfill all the rules, regulations and provisions of the laws and requirement for running the said contract and thus the Authority will not be responsible for the same.
- 15) Any increase in the square feet coverage allotted, subject to approvals from the SEEPZ Authority, shall be subject to an increase proportionately in accordance to the rent that is applicable as per financial quote quoted by the bidder for that particular year.
- 16) The construction period of the project is considered to be one year but if the bidder completes the construction earlier than the specified time, the billing cycle shall begin from the following month.
- 17) The bidder has to pay the Authority on a monthly basis with 15 days of submission of bills. Failing to pay the Authority, the bidder will incur a penalty of 10% of the billing amount fortnightly.
- 18) The payments are to be made on Authorities bank account as mentioned in the SCC.
- 19) The SEEPZ-SEZ is governed by the SEZ Act 2005, an act to provide for the establishment, development, and management of the Special Economic Zones, and all such SEZ areas predominantly being governed by the Central Government. So any goods or services exported, imported or procured from the domestic tariff area are exempted from the payment of taxes, duties or cess. However, any local taxes, duties or cess if applicable, then the cost shall be borne by the successful bidder.
- 20) The successful bidder shall be responsible to acquire local body, statutory permits only if the legal jurisdiction of the SEEPZ Authority Constituted under the SEZ Act 2005 shall be required to be under the obligation of such permits/ taxes being levied upon them.
- 21) The successful bidder and his clients shall not have any claim on the SEEPZ SEZ Authority for any hindrance/management issues among them.
- 22) The contract tenure is for 15 years; however SEEPZ-SEZ Authority may take necessary step for early termination with valid reasons giving 30 days of prior notice.
- 23) The bidder is allowed to exit from the contract only after completion of 3<sup>rd</sup> year or 8<sup>th</sup>

year or 13<sup>th</sup> year with prior notice of 60 days and with valid reasons.

- 24) While exiting the service provider shall make necessary arrangement for clearing and fabricating the premises as it was at the time of handover, failing which the bank guarantee would be forfeited.

**Support Provided by Authority**

- 1) The authority shall grant necessary access permissions to the Bidder's team to visit SEEPZ SEZ Authority office and other parts of the premises for carrying out field visits.
- 2) The authority shall make available its conference hall facility which is equipped with Cisco WebEx hardware to carry out offline and online consultations with stakeholders.



## Section 6 – Bidding Forms

SN	Name of the Form	Page No.
1	Letter of Proposal	
2	Checklist of documents comprising Proposal	
3	Bidder's Past Experience Details	
4	Proposed Approach, Methodology and Work Plan	
5	Team Composition and Task Assignments	
9	Financial Proposal Format	Uploaded Separately as a .xlsx file

## 1. Letter of Proposal

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

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

Date:

Proposal Ref. No.:

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

1. We have examined and have no reservations to the Request for Proposals, including Addenda issued in accordance with Instructions to Bidders;
2. We meet the eligibility requirements in accordance with ITB 4 and have no Conflict of Interest in accordance with GFR 175;
3. We offer to provide, in conformity with the Request for Proposals, the following Services: **<enter name>**
4. Our final price offer is as submitted in our financial Proposal.
5. Our Proposal shall remain valid for 180 days from the last date of submission of the Proposal and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. We are not participating, as a Bidder or as a sub-Bidder, in more than one proposal in this bidding process;
7. We, **<enter name>** are not debarred by any Authority under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
8. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in GFR 175;
9. We hereby certify that we neither are associated nor have been associated directly or indirectly with the Bidder or any other individual or entity that has prepared the design, specifications and other documents for the subject matter of procurement from the SEEPZ SEZ Authority;
10. We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
11. We hereby certify that we are not insolvent, in receivership, bankrupt or being

wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;

12. We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
13. We understand that this Proposal, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
14. We understand that SEEPZ SEZ Authority is not bound to accept the highest evaluated Proposal or any other Proposal that SEEPZ SEZ Authority may receive and that the decision of the SEEPZ, SEZ authority shall be final & binding.

Name of the Bidder:

Name of Bidder's Authorized Signatory:

Designation of the person signing the Proposal:

Signature of the person named above

Date signed

## 2. Checklist of documents comprising Proposal

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

### 3. Bidder'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 services similar to the ones requested under this assignment. Up to 20 pages]*

Assignment name:	Approx. value of the contract (in INR)
Country: Location within country:	Duration of assignment (months):
Name of Authority:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Bidders:
Name of associated Bidders, 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 bidder within the assignment:	

## Section 7 – General Conditions of Contract (GCC)

<b>1. General Provisions</b>	
<b>1.1 Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>a) "Completion Date" means the date of completion of the Services by the Bidder as certified by the Authority;</li> <li>b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, <b>as named in SCC</b>;</li> <li>c) "Contract Price" means the financial proposal of the successful Bidder duly accepted by the authority;</li> <li>d) "Authority" means the bidder, <b>as named in SCC</b>, that signs the Contract for the Services with the Selected Bidder;</li> <li>e) "Bidder" means a legally-established professional consulting firm or entity selected by the Authority to provide the Services under the signed Contract <b>as specified in SCC</b>;</li> <li>f) "Day" means a working day unless indicated otherwise.</li> <li>g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other Experts of the Bidder, assigned by the Bidder to perform the Services or any part thereof under the Contract;</li> <li>h) "GCC" means these General Conditions of Contract;</li> <li>i) "Party" means the Authority or the Bidder, as the case may be, and "Parties" means both of them;</li> <li>j) "Bidder's Proposal" means the completed Request for Proposals submitted by the Bidder to the Authority;</li> <li>k) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;</li> <li>l) "Services" means the work to be performed by the Bidder pursuant to this Contract, as described in <b>Appendix A</b>–Terms of Reference;</li> <li>m) "Third Party" means any person or entity other than the Government, the Authority, the Bidder or a Sub-Bidder.</li> </ul>
<b>1.2 Applicable Law</b>	The Contract shall be interpreted in accordance with the laws of the Union of India.

<b>1.3 Language</b>	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>1.4 Notices</b>	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address <b>specified in the SCC</b> . The term "in writing" means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice's effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.
<b>1.5 Period of Contract</b>	The contract for display of advertisement will be operated by the agency for a period of 15 years + One year for construction
<b>1.6 Location</b>	The Services shall be performed at such locations as are specified in <b>Appendix A</b> hereto
<b>1.7 Authorized Representatives</b>	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Authority or the Bidder may be taken or executed by the officials <b>specified in the SCC</b> .
<b>1.8 Authority of Member in Charge</b>	In case the Bidder is a Joint Venture, the members hereby authorize the member <b>specified in the SCC</b> to act on their behalf in exercising all the Bidder's rights and obligations towards the Authority under this Contract, including without limitation the receiving of instructions and payments from the Authority.
<b>1.9 Taxes and Duties</b>	The Bidder and their Experts shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
<b>1.10 Code of Integrity</b>	<p>a) The Authority, the Bidder and their representatives shall strictly adhere to the code of integrity as stipulated under GFR 175.</p> <p>b) The Authority requires the Bidder 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</p>

	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
<b>2. Commencement, Completion, Modification, and Termination of Contract</b>	
<b>2.1 Effectiveness of Contract</b>	This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be <b>stated in the SCC</b> .
<b>2.2 Commencement of Services</b>	
<b>2.2.1 Program</b>	Before commencement of the Services, the Bidder shall submit to the Authority for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
<b>2.2.2 Starting Date</b>	The Bidder shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be <b>specified in the SCC</b> .
<b>2.3 Intended Completion Date</b>	Unless terminated earlier pursuant to Sub-Clause 2.6, the Bidder shall complete the activities by the Intended Completion Date, as is <b>specified in the SCC</b> . If the Bidder does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
<b>2.4 Modification</b>	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
<b>2.5 Force Majeure</b>	
<b>2.5.1 Definition</b>	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.
<b>2.5.2 No Breach of Contract</b>	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 in so far as such inability arises from an event of Force Majeure, provided that the Party





### 3. Obligations of the Bidder

#### 3.1 General

The Bidder shall perform the Services in accordance with the Specifications and the Terms of Reference, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Bidders or third parties.

#### 3.2 Conflict of Interests

3.2.1 The Bidder shall hold the Authority's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.2 The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and any entity affiliated with the Bidder shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the project, unless otherwise **indicated in the SCC**.

3.2.3 The payment of the Bidder pursuant to GCC shall constitute the Bidder's only payment in connection with this Contract and the Bidder 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 Bidder shall use its best efforts to ensure that any Sub-Bidders, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

3.2.4 Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the Authority on the procurement of goods, works or services, the Bidder 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 Authority. Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the Authority.

	<p>3.2.5 The Bidder shall not engage, and shall cause its Experts as well as its Sub-Bidders 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 Bidder has an obligation and shall ensure that its Experts and Sub-Bidders shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.</p>
<p><b>3.3 Confidentiality</b></p>	<p>Except with the prior written consent of the Authority, the Bidder 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 Bidder 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 Authority with prompt notice of such request or requirement in order to enable the Authority to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Firm or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed.</p>
<p><b>3.4 Insurance to be Taken Out by the Bidder</b></p>	<p>The Bidder (a) shall take out and maintain, and shall cause any Sub-Bidders to take out and maintain, at its (or the Sub-Bidders', as the case may be) own cost but on terms and conditions approved by the Authority, insurance against the risks, and for the coverage, as shall be <b>specified in the SCC</b>; and (b) at the Authority's request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Bidder shall ensure that such insurance is in place prior to commencing the Services.</p>

<p><b>3.5 Approval of Advertisement Matter</b></p>	<p>The licensed advertisement site will be used only for the purpose of advertisements and for no other purpose. The Licensor’s decision in this regard shall be final and binding. List of prohibited advertisements are given at Annexure I.</p> <p>(a)The Bidder shall in the first place submit the text of the advertisement matter for the approval of the Corporation before the display of the advertisement.</p> <p>(b)Modification/Alteration to the advertisement matter shall be permitted during the period of contract for the display of the advertisement with the permission of the Authority.</p> <p>(c)Advertisement photos and written matters shall be governed by the existing laws of the State and Central Govt, Municipal authorities.</p>
<p><b>3.6 Objectionable Advertisements and Removal of Advertisement</b></p>	<p>(a)No objectionable advertisement should be displayed on the boards and the decision of the Authority as to what is objectionable within the meaning of this clause should be final and binding upon the contractor. The unsightly/untidy/unsafe/indecorous advertisements; advertisements interpreting with any traffic control device; advertisements offending against any law or religion or public morality; or is defamatory advertisement with the use of name or pictorial representation of national figure or emblem prohibited by law etc. would be considered objectionable advertisement.</p> <p>(b)If the Corporation requires the removal of any advertisement, it must be removed within 24 hours of notice failing which the SEEPZ shall have the right to get the advertisement removed at the risk and cost of the contractor. No claim for compensation for or arising out of such removal will be paid to the contractor.</p> <p>(c)In case of any accident to the commuters or general public due to the work of advertising, the agency shall be fully responsible for the same and the contractor alone shall be liable for any action or proceedings taken by any person or authority in any way concerned with the display of the advertisements and the contractor shall indemnify and keep indemnified the SEEPZ, of from and against all such actions and proceedings and the cost and consequences thereof under this contract.</p> <p>(d)The agency shall remove the advertisements and the boards immediately on the expiry of the contract under intimation to the SEEPZ. The agency shall ensure, at the time of vacating the sites that the hoarding are serviceable and utilizable by the Corporation. On failure</p>

	<p>or on default by the Contractor, the SEEPZ shall be entitled to get the Hoarding put in serviceable and utilizable condition at the cost of the Contractor.</p>
<b>3.7 Reporting Obligations</b>	<p>The Bidder shall submit to the Authority the reports and documents specified in <b>Appendix A</b>, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
<b>3.8 Documents Prepared by the Bidder to Be the Property of the Authority</b>	<p>All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Bidder in accordance with Sub- Clause 3.6 shall become and remain the property of the Authority, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Authority, together with a detailed inventory thereof. The Bidder may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be <b>specified in the SCC</b>.</p> <p>If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Bidder shall obtain the Authority's prior written approval to such agreements, and the Authority shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>
<b>3.9 Maintenance and Repair</b>	<p>The bidder shall be responsible for the maintenance and repair of the hoardings/advertisement Boards etc. to the satisfaction of Authority during the contract period and shall bear all the costs incurred for maintenance and repair.</p> <p>Accident and damage: The bidder shall be responsible for any loss or damage to the hoardings /advertisement boards due to the nearby work or any reason and shall make good the damage or loss at their cost. The bidders have to reinstate the hoarding if destructed due to accident.</p> <p>The bidder shall immediately on receiving the notice from the Authority make good at their own expense the fault in display to the satisfaction of the Corporation within three days from the date of notice, failing which the Corporation shall be at liberty to proceed with the work required to be carried out at the cost of the contractor without any further notice.</p>

<p><b>3.10 Erection and Removal of Advertisement</b></p>	<p>The contractor shall be responsible for the display /removal of advertisement when the advertisements are required to be removed by the Corporation for any reason, the contractor shall arrange to remove the same in which case the contractor shall not be entitled to claim any compensation thereof.</p>
<p><b>3.11 Bidders Responsibility against all Claims, Actions, Losses, etc.</b></p>	<p>(a)The Authority hereby bind themselves to indemnify the bidder all claims, actions, demands, losses, charges, costs and expenses which the bidder may incur or be put to or which may arise by reason of the exercise of the right to display advertisements hereby granted including claims or actions arising out of any advertisement being challenged or held to be libelous or defamatory any part thereof from any clause whatsoever and also for any claim made by any local authority or any other person in respect thereof or any claim for rates or taxes levied in respect of anything done under this contract.</p> <p>(b)The Authority shall not be responsible for any damage, loss or injury caused to any person, property of the bidder or to the third parties during the erection or removal of the advertisement display etc. or due to any cause including electric shock or breakage or blowing of advertisement board/signs etc. in case of illuminated advertisement. The bidder alone shall be responsible and indemnify the authority for any harm or injury directly or indirectly caused to the life or property.</p> <p>(c)If at any time during the continuance of this contract it shall become impossible by reason of strike, lockout, shortage of materials, war, fire, flood or any Government, enactment or regulations or such other cause, beyond the control of the Authority to fulfill the contract in accordance with the terms hereof, the bidder shall have no claim whatsoever against the Authority in respect of any inability or incapacity to fulfill the contract.</p> <p>(d)The bidder shall comply with all the relevant statute including Control Labour (Regulation &amp; Operation) Act, payment of wages Act, and other labour laws and keep the Authority indemnified against any claims arising out of the said Act.</p>
<p><b>4. Obligations of the Authority</b></p>	
<p><b>4.1 Assistance and Exemptions</b></p>	<p>The Authority warrants that the Bidder shall have, unimpeded access to the project site in respect of which</p>

	access is required for the performance of the Services. The Authority shall use its best efforts to provide the Bidder such assistance and exemptions as <b>specified in the SCC</b> .
<b>4.2 Services, Facilities and Property of the Authority</b>	The Authority shall make available to the Bidder and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference ( <b>Appendix A</b> ) at the times and in the manner specified in said Appendix A.
<b>4.3 Counterpart Personnel</b>	<p>4.3.1 The Authority shall make available to the Bidder free of charge such professional and support counterpart personnel, to be nominated by the Authority with the Bidder's advice, if specified in <b>Appendix A</b>.</p> <p>4.3.2 Professional and support counterpart personnel, excluding Authority's liaison personnel, shall work under the exclusive direction of the Bidder. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Bidder that is consistent with the position occupied by such member, the Bidder may request the replacement of such member, and the Authority shall not unreasonably refuse to act upon such request.</p>
<b>4.4 Payment Obligation</b>	In consideration of the Services performed by the Bidder under this Contract, the Bidder shall make such payments to the Authority for the deliverables specified in <b>Appendix A</b> and in such manner as is provided by GCC 6 below.
<b>4.5 Change in the Applicable Law</b>	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the rental payable to the Authority under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clause 6.1.
<b>5. Payments</b>	
<b>5.1 Contract Price</b>	<p>The Bidder's Contract Price shall be a fixed lump-sum net of all costs incurred by the Bidder in carrying out the Services described in Appendix A. The Contract Price is <b>set forth in the SCC</b>. The Contract price breakdown is provided in Appendix C.</p> <p>Any change to the Contract price specified in Clause 6.1.1</p>

	can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.4 and have amended in writing the Terms of Reference in <b>Appendix A</b> .
<b>5.2 Taxes and Duties</b>	The Bidder, Sub-Bidders and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.  As an exception to the above and <b>as stated in the SCC</b> , the GST is reimbursed to the Bidder.
<b>5.3 Mode of Billing and Payment</b>	The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 6.1.1.  The payments under this Contract shall be made in lump-sum installments against deliverables specified in <b>Appendix A</b> . The payments will be made according to the payment schedule <b>stated in the SCC</b> .  The Bidder shall pay the Authority within forty-five (45) days after the receipt by the Authority of the deliverable(s) and the cover invoice for the related lump-sum installment payment. A penalty will be imposed if the Authority does not approve the submitted deliverable(s) as satisfactory in which case the Authority shall provide comments to the Bidder within the same forty-five (45) days period. The Bidder shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.  All payments under this Contract shall be made to the accounts of the Authority <b>specified in the SCC</b> .
<b>5.4 Interest on Delayed Payments</b>	If the Bidder had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 6.3.3, interest shall be paid by the Bidder on any amount due by, not paid on, such due date for each day of delay at the annual rate <b>stated in the SCC</b> .
<b>6. Settlement of Disputes</b>	
<b>6.1 Amicable Settlement</b>	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
<b>6.2 Dispute Settlement</b>	Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions <b>specified in the SCC</b> .



**7. 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.

**8. Limitation of Liability**

The total aggregate liability of the Bidder, 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.

**9. Indemnity**

The Bidder shall at all times indemnify and keep indemnified the Authority against all claims/damages for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract. The Bidder shall indemnify the Authority in full for any failure in performance on account of its default or non-fulfillment of its obligations and the same is performed by the authority or any other bidder engaged by the authority. In such case all the costs and expenses incurred by the authority are recoverable from the Bidder. The Authority shall also indemnify the Bidder for losses/damages suffered due to any fraud, misrepresentation or omission of facts by the Authority or any of its personnel.

## Section 8 – Special Conditions of Contract (SCC)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	The contract name is “RFP for selection of a reputed agency for construction and sole rights display on various advertising media at SEEPZ CAMPUS, Andheri (E), Mumbai-96”
1.1(d)	The Authority is <i>SEEPZ SEZ Authority, Andheri, Mumbai</i>
1.1(e)	The Bidder is _____
1.4	<p><b>The addresses are:</b></p> <p>Authority : SEEPZ SEZ Authority, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai400096</p> <p>Attention: Development Commissioner, SEEPZ SEZ Authority</p> <p>E-mail: <a href="mailto:dcseepz-mah@nic.in">dcseepz-mah@nic.in</a></p> <p>Bidder :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail: _</p>
1.6	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Authority:</b> <i>Shri. Shyam Jagannathan, Development Commissioner</i></p> <p><b>For the Bidder:</b> <i>[name,title]</i>_____</p>
1.7	<b>The authorized member in charge is</b> _____
2.1	No change to the GCC clause
2.2.2	The Starting Date for the commencement of Services is seven (7) days after contract signing.

<b>2.3</b>	The Intended Completion Date is
<b>3.2.2</b>	The Authority reserves the right to determine on a case-by-case basis whether the service should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 3.2.2
<b>3.4</b>	The risks and coverage by insurance shall be: <ul style="list-style-type: none"> <li>i. Third Party liability – as stipulated by relevant government law.</li> <li>ii. Authority’s liability and workers’ compensation – as stipulated in the employees’ compensation act.</li> <li>iii. Professional liability – at least 110% of the Contract Price.</li> </ul>
<b>3.5 c.</b>	The Bidder shall follow the protocol stipulated in the Terms of Reference regarding entering-exiting Authority’s premises and for weighting and carrying the investment powder waste.
<b>5.1</b>	The Authority shall provide necessary assistance in providing gate-passes for smooth entry of the Bidder’s vehicles and employees.
<b>6.1</b>	The Base Price is: Rs 1,02,00,000/- ( <i>Rupees One Crore Two Lakh Only</i> )
<b>6.2</b>	The payment schedule shall be as stipulated under Appendix A – Terms of Reference.
<b>6.3</b>	Authority’s account details for payments under the Contract are:  Account Name: SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY Bank Name: CENTRAL BANK OF INDIA Branch Name: SEEPZ BRANCH, MUMBAI IFSC Code: CBIN0281490
<b>6.</b>	The interest rate shall be 10% after every 5 years.
<b>7.2</b>	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.

## **APPENDIX A- SCOPE OF WORK**

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

## APPENDIX B- BREAKDOWN OF PRICE

*Enhanced Offer Bid Format (To be only uploaded online through CPPP portal)*

We hereby agree to take over display of advertisements on the hoarding at Construction and Display of advertisements of 25,000 sq feet of Various Advertising media at SEEPZ\_SEZ, Andheri (E), Mumbai subject to the conditions of this bid and the General Conditions of Contract and submit our offer in INR as stipulated below:

<b>SN</b>	<b>Year of Contract</b>	<b>Quantity</b>	<b>Units</b>	<b>Years</b>	<b>Basic Rates</b>	<b>Total Amounts</b>	<b>Total Amounts (in Words)</b>
<b>1</b>	1 <sup>st</sup> Year to 5 <sup>th</sup> Year	25000	Sqft	5			
<b>2</b>	6 <sup>th</sup> Year to 10 <sup>th</sup> Year	25000	Sqft	5			
<b>3</b>	11 <sup>th</sup> Year to 15 <sup>th</sup> Year	25000	Sqft	5			

*\*\*\*Any financial quote submitted by a bidder below the base price will not be considered. The increment after every 5 years should not be less than 10%. The bidder has to calculate the increment after every 5 years and subsequently quote in the financial bid.*

*\*\*\* The price should be exclusive of GST.*

## Section 9 – Contract Forms

### 1. Letter of Acceptance

{On Authority's Letterhead}

Date:

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

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

This is to notify you that your Proposal dated [*insert date of Proposal submitted by the Bidder*] for the execution of services titled "RFP for selection of a reputed agency for construction and sole rights display on various advertising media at SEEPZ campus, Andheri (E), Mumbai-96" against RFP Ref. No. [*Insert Proposal Ref. No.*] is hereby accepted by the Authority for the Base Price of Rs. [*insert amount in numbers and words*], as evaluated in accordance with the Instructions to Bidders.

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

Authorized Signature: .....

Name and Designation of Signatory: .....

Name of Authority: .....

## 2. Form of Contract

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

### WHEREAS

- (a) The Authority has requested the Bidder to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) The Bidder, having represented to the Authority 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: Scope of Work
  - Appendix B: Breakdown of Contract Price

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

3. The mutual rights and obligations of the Authority and the Bidder shall be as set forth in the Contract, in particular:

- (a) The Bidder shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Authority shall make payments to the Bidder 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**

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*Shri Shyam Jagannathan, Development Commissioner, SEEPZ SEZ Authority*

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

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*[Authorized Representative of the Bidder – name and signature]*