



SEEPZ SEZ AUTHORITY

QUALITY & COST BASED SELECTION (QCBS)

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

**Request for Proposals
for**

**“Selection of Sustainability Consultant to obtain Green Building
Certification of Mega- CFC Building at SEEPZ-SEZ, Mumbai”**

Tender Ref. No.: E-OPT-11/1/2023-EO/GRIHA

Date of Issue: 03.01.2023

ISSUING AUTHORITY:

Development Commissioner, SEEPZ- SEZ, Mumbai

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

E-Mail: dcseepz-mah@nic.in

Helpline No.: 022-28290856

Landline: 022-28294728/29

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

Key information at a glance

SN	Item	Description
1	Tender Ref. No.	E-OPT-11/1/2023-EO/GRIHA
2	Tender Title	Selection of Sustainability Consultant to obtain Green Building Certification of Mega- CFC Building At SEEPZ-SEZ, Mumbai
3	Cost of Request for Proposals	Request for Proposals can be downloaded free of cost from the following websites: https://eprocure.gov.in/eprocure/app http://seepz.gov.in/tender.aspx
4	Date of Tender Publishing	3 rd January 2023
5	Date and time till which physical visits prospective Consultants to SEEPZ SEZ premises are permissible	04.01.2023 to 23.01.2023 from 9.30 AM to 6.00 PM
6	Date and time of Pre-Proposal Meeting	10 th January 2023, 1600 Hrs Pre- Proposal Meeting Link: https://seepz.webex.com/seepz/j.php?MTID=m35d96b7e65f588ac2426798faa9e6c5c
7	Tentative date for publishing Responses to Pre- Proposal Queries and Corrigendum, if any	12 th January 2023
8	Last date and time for Submission of Proposals (Technical + Financial Proposals)	24 th January 2023, 1600 Hrs
9	Date and time of opening of Technical Proposals	25 th January 2023, 1600 Hrs
10	Tentative date for publication of technical evaluation results	27 th January 2023
11	Tentative date for opening of financial Proposals	30 th January 2023
12	Expected date of Award of Contract	31 st January 2023

13	Help Desk No. (For E - Procurement)	Email: - dcseepz-mah@nic.in Landline:- 022 – 28294728/29 Cell No.:- 9867150438 (Vishal Chormare) 8286587409 (Vikram Satre) eProcurement Helpdesk nos (New Delhi) 0120-4200462, 0120-4001002, 0120-4001005
14	Link for accessing training schedule regarding use of e-procurement portal by consultants may be found at:	https://eprocure.gov.in/cppp/trainingdisp
15	Authority to be contacted in case of any clarification / request for entry permission for physical visit	Name: - Shri G S Bhandari Designation: - Assistant Email: -dcseepz-mah@nic.in , gs.bhandari12@nic.in Landline: - 022 – 28294728/29

Table of Contents

SECTION 1 – LETTER OF INVITATION	6
SECTION 2 – INSTRUCTIONS TO CONSULTANTS (ITC)	7
A. GENERAL	7
1. INTRODUCTION	7
2. LANGUAGE OF PROPOSALS	7
3. CODE OF INTEGRITY	7
4. ELIGIBILITY	8
B. REQUEST FOR PROPOSALS	8
6. CONTENTS OF REQUEST FOR PROPOSALS	8
7. CLARIFICATION OF REQUEST FOR PROPOSALS	9
8. PRE-PROPOSAL MEETING	9
9. AMENDMENTS TO REQUEST FOR PROPOSALS.....	10
C. PREPARATION OF PROPOSALS	10
10. DOCUMENTS COMPRISING PROPOSAL.....	10
11. FINANCIAL PROPOSAL	10
12. PERIOD OF VALIDITY OF PROPOSALS.....	11
13. FORMAT AND SIGNING OF PROPOSALS.....	11
D. SUBMISSION AND OPENING OF PROPOSALS	11
14. SEALING, MARKING AND SUBMISSION OF PROPOSALS.....	11
15. DEADLINE FOR SUBMISSION OF PROPOSALS.....	12
16. LATE PROPOSALS.....	12
17. OPENING OF PROPOSALS	12
E. EVALUATION AND COMPARISON OF PROPOSALS	13
18. CONFIDENTIALITY.....	13
19. PRELIMINARY EXAMINATION OF PROPOSALS	13
20. IMMATERIAL NON-CONFORMITIES	13
21. DETERMINATION OF RESPONSIVENESS	14
22. NON-CONFORMITIES, ERRORS AND OMISSIONS	14
23. EVALUATION OF PROPOSALS	15
24. RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSALS	15
F. AWARD OF CONTRACT	15
25. AWARD CRITERIA	15
26. NOTIFICATION OF AWARD	16
27. OTHER STATUTORY REQUIREMENTS	16
28. SIGNING OF CONTRACT	16

SECTION 3 –DATA SHEET	17
ANNEXURE I - INSTRUCTIONS FOR ONLINE PROPOSAL SUBMISSION	19
SECTION 4 – EVALUATION CRITERIA	22
ASSESSMENT OF ELIGIBILITY	22
TECHNICAL EVALUATION PROCESS	23
1. PRELIMINARY EXAMINATION OF PROPOSALS AND DETERMINATION OF RESPONSIVENESS.....	23
2. EVALUATION CRITERIA	23
COMBINED EVALUATION PROCESS (QCBS)	24
1. MINIMUM QUALIFYING TECHNICAL SCORE	24
2. WEIGHTS FOR QUALITY AND COST	24
3. CALCULATION OF WEIGHTED TECHNICAL SCORE	24
4. CALCULATION OF WEIGHTED FINANCIAL SCORE	24
5. COMBINED EVALUATION AND RECOMMENDATION FOR AWARD OF CONTRACT.....	24
SECTION 5 – TERMS OF REFERENCE	26
SECTION 6 – BIDDING FORMS	31
LETTER OF PROPOSAL	31
1. CHECKLIST OF DOCUMENTS COMPRISING PROPOSAL	33
2. CONSULTANT’S PAST EXPERIENCE DETAILS	35
3. PROPOSED APPROACH, METHODOLOGY AND WORK PLAN	36
4. TEAM COMPOSITION AND TASK ASSIGNMENTS.....	37
5. AVERAGE ANNUAL TURNOVER.....	38
6. CVS OF PROPOSED KEY EXPERTS	39
SECTION 7 – GENERAL CONDITIONS OF CONTRACT (GCC).....	41
1. GENERAL PROVISIONS	41
3. OBLIGATIONS OF THE CONSULTANT	44
4. CONSULTANT’S EXPERTS	47
5. OBLIGATIONS OF THE CLIENT	47
6. PAYMENTS	48
7. SETTLEMENT OF DISPUTES	49
8. GOOD FAITH.....	50
9. LIMITATION OF LIABILITY	ERROR! BOOKMARK NOT DEFINED.
10. INDEMNITY	50
SECTION 8 – SPECIAL CONDITIONS OF CONTRACT (SCC)	51
SECTION 9 – CONTRACT FORMS.....	53
1. LETTER OF ACCEPTANCE	53
2. FORM OF CONTRACT	54

Section 1 – Letter of Invitation

Proposal Reference No.: E-OPT-11/1/2023-EO/GRIHA

Date: 03.01.2023

Tender Title: Selection of Sustainability Consultant to obtain Green Building Certification of Mega- CFC Building At SEEPZ-SEZ, Mumbai

1. The SEEPZ- SEZ authority invites sealed Proposals from eligible/shortlisted Consultants for Selection of Sustainability Consultant to obtain Green Building Certification of Mega- CFC Building At SEEPZ-SEZ, Mumbai.
2. More details pertaining to the scope of work may be seen under the Terms of Reference.
3. The process of Quality & Cost Based Selection (QCBS) shall be followed for selection of suitable Consultant. The Bidding process shall be conducted in an online mode on the Central Public Procurement Portal (CPPP) which is publicly accessible using the following web address: <https://eprocure.gov.in/eprocure/app>. Consultants can download the Request for Proposals free of cost from this portal.
4. Interested Consultants must register on the e-procurement portal and upload their technical and financial proposals separately within the stipulated time and date i.e. 24/01/2023, 1600 Hrs.
5. In case of any issues or queries related to the e-procurement portal, kindly send an email request to dcseepz-mah@nic.in or contact on 022-28294790 /9867150438 (Shri. Vishal Chormare)/8286587409 (Shri. Vikram Satre).
6. The Consultant is solely responsible for timely uploading of Proposals on the e-procurement portal. SEEPZ SEZ Authority shall not be liable for resolving any queries / Issues raised on the day of Proposal submission.
7. Technical Proposals shall be opened online at 1600 hours on 25/01/2023. Consultants can see the tender opening status by logging on to the e-procurement portal using their registered IDs.
8. Financial Proposals of only technically qualified Consultants shall be opened at a date which shall be pre-disclosed on the e-procurement portal.
9. SEEPZ SEZ Authority reserves the right to accept or reject any or all of the Proposals at any time during the Bidding process.


Development Commissioner
SEEPZ SEZ Authority

Section 2 – Instructions to Consultants (ITC)

A. General

1. Introduction

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

2. Language of Proposals

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

3. Code of Integrity

- a) The Client and all officers or employees of the Client, whether involved in the procurement process or otherwise, or Consultants and their representatives or employees participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity in accordance with the code of integrity prescribed under GFR 175.
- b) In case of breach of the code of integrity by a consultant or a prospective Consultant,

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

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

4. Eligibility

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

5. Online Proposal Submission Process

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

B. Request for Proposals

6. Contents of Request for Proposals

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

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

b) Unless downloaded directly from the e-procurement portal (<https://eprocure.gov.in/eprocure/app>) as specified in the **Data Sheet**, Client shall not be responsible for the correctness of the Request for Proposals, responses to requests for clarification, the Minutes of the Pre-Proposal meeting, if any, or Amendment(s) to the Request for Proposals in accordance with ITC.

c) Consultants are expected to examine all instructions, forms, terms, and specifications in the Request for Proposals and to furnish with its Proposal all information or documentation as is required by the Request for Proposals.

7. Clarification of Request for Proposals

a) A Consultant requiring any clarification of the Request for Proposals shall contact the SEEPZ Authority in writing / email at the Client's address specified in the **Data Sheet**.

b) The Client will respond in writing / email / through the e-procurement portal to any request for clarification, provided that such request is received prior to the deadline for submission of Proposals within a period specified in the **Data Sheet**. The Client shall also promptly publish brief description of the enquiry but without identifying its source and its response at its website or on the e-procurement portal.

c) Should the clarification result in changes to the essential elements of the Request for Proposals, the Client shall amend the Request for Proposals following the procedure given under ITC.

8. Pre-Proposal Meeting

a) In order to provide response to any doubt regarding Request for Proposals, or to clarify issues, a pre-Proposal meeting may be scheduled, as specified in the **Data Sheet**.

b) During the pre-Proposal meeting, the clarification sought by representative of prospective Consultants shall be responded appropriately. However, they shall be asked to submit their written request by close of office next day or by e-mail for electronic record thereof. The Client shall publish written response to such requests for clarifications, without identifying its source. In case required, amendment(s), in terms of ITC below shall be issued, which shall be binding on all prospective

Consultants.

9. Amendments to Request for Proposals

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

C. Preparation of Proposals

10. Documents Comprising Proposal

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

11. Financial Proposal

The consultant shall use the financial proposal template uploaded along with this RFP for preparation of their financial proposal. The consultant shall enter the remuneration and reimbursable rates along with applicable taxes. The Consultant shall quote the price in INR only.

12. Period of Validity of Proposals

- a) Proposals shall remain valid for a period of 180 days from the deadline of submission of Proposals unless otherwise specified in the **Data Sheet**.
- b) In exceptional circumstances, prior to the expiration of the Proposal validity period, the Client may request Consultants to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Consultant may refuse the request without any penal repercussions. A Consultant granting the request shall not be required or permitted to modify its Proposal.

13. Format and Signing of Proposals

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

D. Submission and Opening of Proposals

14. Sealing, Marking and Submission of Proposals

- a) Consultants shall submit their pre-qualification (eligibility) documents as well as the technical and financial proposals online. The eligibility documents and the technical proposals must also be submitted in hard copy by post or by hand to the office of the Development Commissioner, SEEPZ SEZ authority. The technical proposal must be sealed in an envelope bearing the following details:
 - Tender ID / Proposal Ref. No. and RFP Title (subject matter of procurement);
 - Complete postal address of the Client (SEEPZ SEZ Authority);
 - Name and complete address along with the mobile, telephone number and email address of the Consultant;
 - A warning 'not to open before the time and date for technical proposal opening' as indicated in the Request for Proposals

- b) If the envelope is not sealed and marked as required, the SEEPZ SEZ authority will assume no responsibility about its consequences viz. misplacement or premature opening of the Proposal.
- c) Online submission of Proposals shall be carried out in accordance with the instructions given under Annexure I.

15. Deadline for Submission of Proposals

- a) Proposals must be received by the Client online on the e-procurement portal and at the address specified in the **Data Sheet** no later than the date and time specified in the **Data Sheet**.
- b) The date of submission and opening of Proposals shall not be extended except when:
 - sufficient number of Proposals have not been received within the given time and the Client is of the opinion that further Proposals are likely to be submitted if time is extended; or
 - the Request for Proposals are required to be substantially modified as a result of discussions in pre-Proposal meeting or otherwise and the time for preparations of Proposals by the prospective Consultants appears to be insufficient for which such extension is required.
- c) In cases where the time and date of submission of Proposals is extended, an amendment to the Request for Proposals shall be issued in accordance with ITC9.

16. Late Proposals

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

17. Opening of Proposals

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

qualified Consultants regarding the date of financial Proposal opening by giving at least 3 days' advance notice on the e-procurement portal.

d) The financial Proposals of only technically qualified Consultants shall be opened.

E. Evaluation and Comparison of Proposals

18. Confidentiality

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

19. Preliminary Examination of Proposals

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

20. Immaterial Non-conformities

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

from the Consultant.

21. Determination of Responsiveness

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

22. Non-conformities, Errors and Omissions

- a) Provided that a Proposal is substantially responsive, the Proposal Evaluation

Committee may waive any nonconformity in the Proposal.

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

23. Evaluation of Proposals

- a) Technical evaluation of proposals shall be carried out based on the criteria stipulated under 'Section 4 – Evaluation Criteria'. The evaluation committee shall not adopt any other criteria other than the ones already stipulated in the Request for Proposals.
- b) The evaluation of financial Proposal will shall be excluding GST. Section 16 of the IGST Act categorizes services provided to SEZs as zero-rated. Hence, there shall be no instance of GST.
- c) The Client's evaluation of a proposal may require the consideration of other factors, in addition to the Consultant's financial offer. These factors may be related to the characteristics, performance, and terms and conditions of Consultancy Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Proposals, shall be specified in 'Section 4 - Evaluation Criteria'.

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

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

F. Award of Contract

25. Award Criteria

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

26. Notification of Award

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

27. Other Statutory Requirements

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

28. Signing of Contract

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

Section 3 -Data Sheet

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

ITC Para Reference	Particulars
ITC 1b)	The Client is: SEEPZ SEZ Authority, Andheri (E), Mumbai 400096 The Method of Selection of Consultant is: Quality & Cost Based Selection (QCBS)
ITC 1 d)	The intended completion date of assignment is 30 th April 2023 (extendable upto 2 months as per necessity)
ITC 4 b)	In order to be considered for technical evaluation, the Consultant must satisfy the eligibility requirements stipulated under Section 4.
ITC6 b)	The official website of SEEPZ SEZ Authority is: http://seepz.gov.in , The e-procurement portal is: https://eprocure.gov.in/eprocure/app
ITC7 a)	The Client's address for seeking clarifications is: Postal Address: SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai 400096. Primary Custodian: - Mr Vikram Satre (8286587409) Secondary Custodian: - Mr Vishal Chormare (9867250438) Supervisory Custodian: - Mr G S Bhandari (8291575873) E-Mail: dcseepz-mah@nic.in , gs.bhandari12@nic.in Helpline No.: 022-28290856 Landline: 022-28294728/29 (From 9:30 AM to 6:00 PM)
ITC7 b)	The Consultants may submit their requests for clarification no later than 10 days prior to deadline for submission of Proposals.

ITC8 a)	<p>The pre-Proposal meeting shall be held electronically at 10/01/2023, 1600 Hrs.</p> <p>The web-link to attend the pre-Proposal meeting is as follows: https://seepz.webex.com/seepz/j.php?MTID=m35d96b7e65f588ac2426798faa9e6c5c Password : Pre@10</p>
ITC12 a)	<p>No change. Proposals shall remain valid for a period of 90 days from the deadline of submission of Proposals.</p>
ITC 17 a)	<p>The web-address of e-procurement portal is: https://eprocure.gov.in/eprocure/app</p> <p>The address for submission of hard copies of technical proposal is: Office of the Executive Director-Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai – 400096</p> <p>The deadline for submission of Proposals is 24/01/2023, 1600 Hrs.</p>
ITC 17 a)	<p>The technical Proposals shall be opened online at 25/01/2023. 1600 Hrs.</p>
ITC 28 a)	<p>The expected date of award of contract is 31/01/2023</p>

Annexure I - Instructions for Online Proposal Submission

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF PROPOSALS

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

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

SUBMISSION OF PROPOSALS

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

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

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

ASSISTANCE TO CONSULTANTS

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

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

Section 4 – Evaluation Criteria

This Section contains all the criteria that the SEEPZ SEZ Authority shall use to evaluate Proposals and qualify the Consultants in accordance with ITC25.No other factors, methods or criteria shall be used for the purpose of evaluation.

Assessment of Eligibility

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

SN	Eligibility Criteria	Supporting Documents
1	Must be registered with the appropriate government authority as a Pvt. Ltd. company / Ltd. company / LLP and shall be in the consulting services business for at least 5 years.	Copy of the incorporation / registration certificate clearly indicating the nature of business.
2	Must possess a valid GSTN and PAN	Copies of GSTN, PAN
3	Membership of Indian Green Building Council	Copy of the proof of the membership
4	Must have a turnover of at least Rs. 25 Lakhs in each of the last 3 financial years, i.e. FY2019-2020, FY2020-2021 and FY2021-2022.	Audited financial statements for the past 3 financial years. Provisional statement shall be accepted in lieu of audited FS only for FY2021- 22.
5	Must have completed at least 2 projects in last 7 years enabling certifications of the projects from GRIHA, IGBC, EDGE & LEED for government SEZs / EPZs / other industrial clusters or similar private developments for buildings with a minimum configuration of basement +ground+ 6 upper floors and minimum built up area of 1,25,000 sft	Completion certificates issued by the clients clearly mentioning the name of the assignment, scope of work, area of the campus, value of the contract, etc. In case the scope of work is not elaborated / area of the campus is not mentioned in the completion certificate, corresponding contract agreement may be Submitted.

6	Must not be presently debarred / blacklisted by any procuring entity under the central government including PSUs and autonomous entities or by state governments or by multilateral agencies such as The World Bank, Asian Development Bank, etc.	Self-declaration of not having been debarred / blacklisted by any of the entities mentioned in this criterion at present.
---	---	---

Technical Evaluation Process

1. Preliminary Examination of Proposals and Determination of Responsiveness

The evaluation committee shall carry out the preliminary examination of Proposals and shall determine the responsiveness of Proposals based as per the procedure stipulated under ITC19, 20, 21 and 22.

2. Evaluation Criteria

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

SN	Criterion	Weightage	Scoring Logic
1	Past experience of the firm Summary of experiences to be submitted along with completion certificates	40%	Portfolio of similar works carried out by the consultant in last 7 years Similar Works shall mean Sustainability Consultant Services having obtained certifications of the projects from GRIHA/ IGBC/ EDG/ LEED for government SEZs / EPZs /industrial/mixed use/commercial buildings or similar private developments for buildings with a minimum configuration of basement +ground+ 6 upper floors and minimum built up area of 1,25,000 sft Scoring Criteria (Maximum 40 marks) Each project ---10 marks Refer Form 2
2	Approach, Methodology and Work Plan Presentation (up to 30 slides) to be included in the technical proposal.	30%	Up to 30 marks for how well the proposed A&M responds to client's needs (desirability w.r.t. client's needs, feasibility w.r.t. practical constraints, and viability w.r.t. availability of time, information & requirement of client's efforts)

3	<p>Qualification and relevant experience of key staff</p> <p>CVs should be submitted in given format only.</p>	30%	<ul style="list-style-type: none"> • Team Leader (Project Manager): 15 marks • Senior Environmental Engineer: 15 marks
---	--	------------	--

The minimum qualifying technical score is 70 out of 100. Financial proposals of only those consultants shall be opened who obtain at least 70 marks in the technical evaluation.

Combined Evaluation Process (QCBS)

1. Minimum qualifying technical score

Only those consultants who obtain at least 70 marks out of 100 in the technical evaluation process shall be eligible for financial bid opening.

2. Weights for Quality and Cost

For the purpose of combined evaluation, the following weights shall be considered:
 Technical Score: 70%; Financial Score: 30%

3. Calculation of weighted technical score

For calculation of weighted technical score, consultant's technical score out of 100 shall be multiplied by a factor of 0.70. Thus, for example, a consultant obtaining 80 marks out of 100 in its technical evaluation would have a weighted score of 56 out of 70.

4. Calculation of weighted financial score

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

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

After calculating the financial score out of 100, the weighted financial score shall be calculated by multiplying the financial score by a factor of 0.30. Thus, for example, a consultant obtaining 80 marks out of 100 would have a weighted financial score of 24 out of 30.

5. Combined evaluation and recommendation for award of contract

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

Consultant	Technical Score	Weighted Technical Score (0.70)	Financial Score	Weighted Financial Score (0.30)	Combined Score
A	80	56	100	30	86
B	90	63	90	27	90

The consultant obtaining the highest combined score shall be recommended for award of contract by the evaluation committee.

Section 5 – Terms of Reference

BACKGROUND INFORMATION

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

The Gem and Jewellery sector comprises mostly of small and medium enterprises who cannot afford the latest machinery & technology and also cannot cope up with the frequent changes in technology individually, leading to low competitiveness and low efficiencies of the local Industry.

However, India accounts for 14 out of 15 diamonds set in Jewellery worldwide and ranks 4th in global gold Jewellery exports. To maintain competitiveness, the latest in 3-Ts (Technology, Techniques and Training) from around the world have to be made available at a single Center, namely Mega Common Facilitation Center (CFC).

The Mega CFC will aim at providing assistance to the industry members in and around Mumbai to ensure quality, standards, cost, and efficiency. The focus shall be on Jewellery, that is, Diamond Studded Jewellery and Gold Jewellery. The proposed project will be developed on a cluster-based model to promote growth in the sector.

OBJECTIVES AND SCOPE OF SERVICES

The Consultants shall carryout Consultancy Services including obtaining the certificate from the certifying authority for GRIHA Green Building Certification rating or equivalent from IGBC/LEED etc. as decided by SEEPZ SEZ authority including but not limited to all related activities to obtain the certification for the proposed mega CFC building at SEEPZ, Mumbai.

Broadly the activities shall be as under:

1. Design and Facilitation:

Scope shall be include but not limited to following,

1. Overall facilitation to obtain GRIHA Certification rating or equivalent from IGBC/LEED etc.
2. Awareness on Green Building Concepts and rating systems
3. To inform and educate the participants about the energy and environmental implications of design and construction
4. To identify realistic, cost effective, and sustainable measure that could be designed and implemented.
5. To review designs by using the green building rating system to help define a high performance design
6. To identify economically viable strategies (based on cost-benefit analysis) to implement and attain a green building rating system and identify high performance design.
7. To identify and analyze design of building with respect to standard facility design and submit report including cost analysis indicating measures suggested for improving environmental, energy performance with respect to operation and economical benefit.
8. Submit summary report, which will entail the revised expanded matrix, will be prepared at the end of this preliminary review putting forth an assessment of the probable rating that the project is likely to achieve, based on analysis of 'targeted' possible or 'unlikely' credits.
9. Provide General Support and Prepare Green Action Items Matrix to clarify the requirements of the rating system, and to delineate the steps which have to taken in order to comply with these requirements. To matrix periodically update the progress issues of the project documents.
10. To clarify the design team, on a case-by-case basis, on data that are needed to perform the calculations. For some credits scope includes to assist other design team members in preparing their preliminary calculations.
11. During design development and construction documents, to provide specification criteria for the environmentally preferable products once the

design team has selected the material types for the project.

12. To prepare Design and Construction Documentation and all other documents to submit to the Rating Agency.
13. To assist the design team in assembling the necessary documentation using the suitable templates required for submission.
14. Prepare submission templates and assist other team members in filling in their assigned templates as may be necessary
15. Clarify incidental issues related to the application procedures that may arise
Draft innovation credits that may be applied for Register as accredited professionals for the project team.
16. Site visits and discussions on utility requirements for the building.
17. Incorporate "Green Ideas" for the project at design and detailing phase.

2. Energy Modelling:

In order to assess impact of various design parameters on the performance of building, when in actual use, an energy modeling can be of great assistance to map the various situations and can assist in predicting energy usage pattern of the building. As a part of energy modeling to provide

- i. Energy simulation
- ii. Lighting and Day- lighting simulation
- iii. Natural ventilation

To prepare necessary drawings and documents to achieve the following GRIHA criterion,

- i. Optimize building design to reduce conventional energy demand.
- ii. Optimize energy performance of building within specified limits.

To carryout Energy simulation job for GRIHA rated building as under,

- i. Assist architect to plan appropriately to reflect climate responsiveness.
- ii. Assist architect to maximize day lighting in the building through daylight simulations.
- iii. Assist the consultant to avoid over design of lighting.
- iv. Ensure in achieving the ECBC compliance – achieving benchmark EPI values.
- v. Prepare Modeling assumptions and schedules for the project.
- vi. Base- case simulation including validation and debugging

- vii. Identification of improvements and alternatives (Energy Conservation Measures (ECMs) Validation of individual ECM results.
- viii. Prioritizing and evaluation of combined ECMs.
- ix. Support in documentation.
- x. Incorporating changes required in the modeling subsequent to the certification review by the green building certifying authority.
- xi. To communicate with the Green Building Council/Certifying Authority on issues related to the rating application. To respond to comments raised by Green Building Council/Certifying Authority and to finalize the documentation and re-submit to the authority.

3. Commissioning of Services:

The Green Building Consultant shall ensure **if required by GRIHA guidelines** the building services are commissioned by a third- party agency (an agency, which is not part of Contractors team) and all the electrical, plumbing and air- conditioning services shall be commissioned by the Commissioning team and all activities of respective Contractors shall be witnessed by the Commissioning team.

The Third Party shall be government recognized agency. The cost of commissioning of services by Third Party Agency shall be part of financial bid. No extra claim for this will be accepted.

Key Experts Requirement:

SN	Key Expert	Educational and experience requirements
1	Project Manager (Max -15 Marks)	ME / M. Tech Engineering / Environmental/M.Arch./Equivalent At least 10 years in a managerial position of which at least 5 years should be related to advising, liaising for and obtaining certifications of projects from GRIHA/ IGBC/ EDGE/ LEED Qualification --- ME / M. Tech Engineering / M.E. (Environmental)/M.Arch./Equivalent ----- (5 marks) Work Experience --- 12 years and above --- (10 marks) 10-12 years --- (8 marks)
2	Senior Engineer (Max -15 Marks)	B.E./B.Tech. / B.E.(Environmental)/B.Arch./Equivalent At least 5 years of experience in liaising for and obtaining Certifications of the projects from GRIHA/ IGBC/ EDGE/ LEED

	<p>Qualification --- B.E./B.Tech. / B.E. (Environmental)/ B.Arch./ Equivalent --- (5 marks)</p> <p>Work Experience --- 10 years and above --- (10 marks) 7-10 years --- (8 marks) 5-7 years --- (6 marks)</p>
--	---

1. Times lines and Payment Milestone:

Milestones	Payment Milestone (% of contract value)
Submission of Process flow and Guidelines Report to achieve GRIHA Rating	10%
Acceptance of Process flow and Guidelines Report to achieve GRIHA Rating	10%
Energy Modeling - Submission of Report	10%
Commissioning of Services and achieving results acceptable to GRIHA certifying agency to receive desired GRIHA rating	10%
Submission of commissioning reports with results acceptable to GRIHA certifying agency to receive desired GRIHA rating from GRIHA rating certifying agency	10%
On submission of documentation to GRIHA Certifying agency	20%
On receiving GRIHA rating certificate	30%
Total PMC Fees	(100%)

Section 6 – Bidding Forms

Letter of Proposal

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

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

Date:

Bid Ref. No.:

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

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidder and the Terms and Conditions of Contract.
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 complete, in conformity with the Bidding Documents for the following works: Selection of Sustainability Consultant to obtain Green Building Certification of Mega- CFC Building At SEEPZ-SEZ, Mumbai.
4. Our final price offer is as submitted in our financial Bid.
5. Our Bid shall remain valid for 90 days from the last date of submission of the Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. We are not participating, as a Bidder, in more than one Bid in this bidding process.
7. We are not debarred by any procuring entity of the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called.
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 are 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 officials / Contractors or any other individual or entity that has prepared the design, specifications, and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract from the SEEPZ SEZ Authority.

10. We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local Authority.
11. We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.
12. We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter 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 Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
14. We understand that SEEPZ SEZ Authority is not bound to accept the H1 Bid or any other Bid that SEEPZ SEZ Authority may receive and that the decision of the SEEPZ, SEZ Authority shall be final & binding.

Name of the Bidder:

Name of Bidders Authorized Signatory:

Designation of the person signing the Bid:

Signature of the person named above

Date signed

1. 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	Copy of the incorporation / registration certificate clearly indicating the nature of business.		
5	Copies of GSTN and PAN		
6	Consultant's Past Experience Details (refer Form 2) Completion certificates issued by the clients clearly mentioning the name of the assignment, scope of work, area of the campus, value of the contract, etc. In case the scope of work is not elaborated / area of the campus is not mentioned in the completion certificate, corresponding contract agreement may be Submitted.		
7	Copy of the proof of the Membership of Indian Green Building Council		
8	Audited financial statements for the past i.e. FY2019-2020, FY2020-2021 and FY2021-2022 And Average Annual Turnover (refer Form 5)		
9	Proposed Approach, Methodology and Work Plan (refer Form 3)		
10	Team Composition and Task Assignments (refer Form 4)		

11	CVs of Proposed Key Experts (refer Form 6)		
12	Self-declaration of not having been debarred / blacklisted by any of the entities mentioned in this criterion at present.		
13	Financial Proposal (to be uploaded in a separate folder)		NA

2. Consultant's Past Experience Details

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

Assignment name:	Approx. value of the contract (in INR)
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total 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):	Building Configuration and Total builtup area of the building:
Green Building Certifying Agency:	Rating/ Certificate Achieved:
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

3. Proposed Approach, Methodology and Work Plan

[Prepare this section in the form of a presentation not exceeding 30 slides and submit it as part of the technical proposal.]

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

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

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

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

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

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

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

4. Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

5. Average Annual Turnover

Annual Turnover Data for the Last Three (3) Years (Services only)	
Year	Turnover Amount
Average Annual Turnover	

6. CVs of Proposed Key Experts

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

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

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

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

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

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

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

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

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

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

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

Client: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

13. Certification:

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

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

Full name of authorized representative: _____

Section 7 – General Conditions of Contract (GCC)

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

1.4 Notices	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC . The term "in writing" means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice's effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.
1.5 Location	The Services shall be performed at such locations as are specified in Appendix A hereto
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC .
1.7 Authority of Member in Charge	In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
1.8 Taxes and Duties	The Consultant and their Experts shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
1.9 Code of Integrity	<p>a) The Client, the Consultant and their representatives shall strictly adhere to the code of integrity as stipulated under GFR 175.</p> <p>b) The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract</p>
2. Commencement, Completion, Modification, and Termination of Contract	
2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC .
2.2 Commencement of Services	
2.2.1 Program	Before commencement of the Services, the Consultant shall

<p>2.2.2 StartingDate</p>	<p>submit to the Client for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.</p> <p>The Consultant shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.</p>
<p>2.3IntendedCompletion Date</p>	<p>Unless terminated earlier pursuant to Sub-Clause 2.6, the Consultant shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Consultant does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.</p>
<p>2.4Modification</p>	<p>Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p>
<p>2.5Force Majeure</p>	
<p>2.5.1Definition</p> <p>2.5.2 No Breach of Contract</p> <p>2.5.3Extension of Time</p>	<p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p>
<p>2.6Termination</p>	
<p>2.6.1By the Client</p>	<p>The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs</p>

<p>2.6.2 By the Consultant</p>	<p>(a) through (d) of this Sub-Clause 2.6.1:</p> <ul style="list-style-type: none"> a. if the Consultant does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing; b. if the Consultant become insolvent or bankrupt; c. if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or d. if the Consultant, in the judgment of the Client has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract. <p>The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:</p> <ul style="list-style-type: none"> a. if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue; or b. (b) if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
<p>3. Obligations of the Consultant</p>	
<p>3.1 General</p>	<p>The Consultant shall perform the Services in accordance with the Specifications and the Terms of Reference, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third parties.</p>
<p>3.2 Conflict of Interests</p>	<p>3.2.1 The Consultant shall hold the Client's interest par amount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>3.2.2 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Services for the preparation or implementation of</p>

	<p>the project, unless otherwise indicated in the SCC.</p> <p>3.2.3 The payment of the Consultant pursuant to GCC shall constitute the Consultant's only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>3.2.4 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the applicable rules and guidelines of the Government of India, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p> <p>3.2.5 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p> <p>3.2.6 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
<p>3.3 Confidentiality</p>	<p>Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p> <p>In the event that the Firm or its representatives are requested pursuant to, or required by, applicable law or regulation or by legal or administrative process to disclose any Confidential Information, or where the Firm wishes to disclose to its professional indemnity insurers or to its advisers, the Firm agrees that it will, as far as is legally and practically possible, provide the Client with prompt notice of such request or requirement in order to enable the Client to seek an appropriate protective order or other remedy. In the event that such protective order or other</p>

	remedy is not obtained, the Firm or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed.
3.4 Insurance to be Taken Out by the Consultant	The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC ; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services.
3.5 Consultant's Actions Requiring Client's Prior Approval	The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions: <ul style="list-style-type: none"> a. entering into a subcontract for the performance of any part of the Services, b. changing the Program of activities; and c. any other action that may be specified in the SCC.
3.6 Reporting Obligations	The Consultant shall submit to the Client the reports and documents specified in Appendix A , in the form, in the numbers and within the time periods set forth in the said Appendix.
3.7 Documents Prepared by the Consultant to Be the Property of the Client	<p>3.7.1 All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant in accordance with Sub- Clause 3.6 shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.</p> <p>3.7.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>

4. Consultant's Experts

4.1 Description of Key Experts	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Experts are described in Appendix B. The Key Experts listed by title as well as by name in Appendix B are hereby approved by the Client.
4.2 Removal and/or Replacement of Experts	<p>4.2.1 Except as the Client may otherwise agree, no changes shall be made in the Key Experts. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Experts, the Consultant shall provide as a replacement a person of equivalent or better qualifications.</p> <p>4.2.2 If the Client finds that any of the Experts have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Experts, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>4.2.3 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>4.2.4 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Experts.</p> <p>4.2.5 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>

5. Obligations of the Client

5.1 Assistance and Exemptions	The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client shall use its best efforts to provide the Consultant such assistance and exemptions as specified in the SCC .
--------------------------------------	--

<p>5.2 Services, Facilities and Property of the Client</p>	<p>The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference at the times and in the manner specified in said document.</p>
<p>5.3 Counterpart Personnel</p>	<p>5.3.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified.</p> <p>5.3.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p>
<p>5.4 Payment Obligation</p>	<p>In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified and in such manner as is provided by GCC 6 below.</p> <p>All the official fees payable to statutory authorities including royalties etc. shall be paid by the tender issuing authority.</p>
<p>5.5 Change in the Applicable Law</p>	<p>If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clause 6.1.</p>
<p>6. Payments</p>	
<p>6.1 Contract Price</p>	<p>6.1.1 The Consultant's Contract Price shall be a fixed lump-sum net of all costs incurred by the Consultant in carrying out the Services described in Appendix A. The Contract Price is set forth in the SCC. The Contract price breakdown is provided in Appendix C.</p> <p>6.1.2 Any change to the Contract price specified in Clause 6.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.4 and have amended in writing the Terms of Reference.</p>

<p>6.2 Taxes and Duties</p>	<p>6.2.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.</p> <p>6.2.2 As an exception to the above and as stated in the SCC, the GST is reimbursed to the Consultant.</p>
<p>6.3 Mode of Billing and Payment</p>	<p>6.3.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 6.1.1.</p> <p>6.3.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified. The payments will be made according to the payment schedule stated in the SCC.</p> <p>6.3.3 The Client shall pay the Consultant within forty-five (45) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same forty-five (45) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>6.3.4 The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within sixty (60) calendar days after receipt of the final report by the Client unless the Client, within such sixty (60) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>6.3.5 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p>
<p>6.4 Interest on Delayed Payments</p>	<p>If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 6.3.3, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.</p>
<p>7. Settlement of Disputes</p>	
<p>7.1 Amicable Settlement</p>	<p>The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p>

7.2 Dispute Settlement	Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.
8. Good Faith	
	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
9. Performance Guarantee	
	Successful Bidder shall submit a performance bank guarantee amounting to 10% of the accepted price as mentioned in the Letter of Acceptance in the form of a cash deposit / bank guarantee within 14 days of issuance of the Letter of Acceptance
10. Indemnity	
	The Consultant shall at all times indemnify and keep indemnified the Client against all claims/damages for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract. The Consultant shall indemnify the Client in full for any failure in performance on account of its default or non-fulfilment of its obligations and the same is performed by the client or any other agency engaged by the client. In such case all the costs and expenses incurred by the client are recoverable from the Consultant. The Client shall also indemnify the Consultant for losses/damages suffered due to any fraud, misrepresentation or omission of facts by the Client or any of its personnel.

Section 8 – Special Conditions of Contract (SCC)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	The contract name is Selection of Sustainability Consultant to obtain Green Building Certification of Mega- CFC Building At SEEPZ-SEZ, Mumbai
1.1(d)	SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai 400096.
1.1(e)	The Consultant is _____
1.4	<p>The address is:</p> <p>SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai 400096.</p> <p>E-Mail: dcseepz-mah@nic.in Helpline No.: 022-28290856 Landline: 022-28294728/29 (From 9:30 AM to 6:00 PM)</p>
1.6	<p>The Authorized Representatives are:</p> <p>Primary Custodian: - Mr Vikram Satre (8286587409) Secondary Custodian: - Mr Vishal Chormare (9867250438) Supervisory Custodian: - Mr G S Bhandari (8291575873)</p>
1.7	The authorized member in charge is _____
2.1	No change to the GCC clause
2.2.2	The Starting Date for the commencement of Services is seven (7) days after contract signing.
2.3	The Intended Completion Date is

3.2.2	The Client reserves the right to determine on a case-by-case basis whether the service should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 3.2.2
3.7	There are no specific restrictions.
5.1	The Client shall provide necessary assistance in providing gate-passes for smooth entry of the Consultant's vehicles and employees.
5.4	All the official fees payable to statutory authorities including royalties etc. shall be paid by the tender issuing authority.
6.1	The Contract Price is: _____
6.2.2	As per section 16 of the IGST Act, only services provided or goods supplied to an SEZ are categorized as zero-rated. Bidder may seek further clarification from their own CA and prepare their financial bid accordingly.
6.3.2	The payment schedule shall be as stipulated under Appendix A – Terms of Reference.
6.3.5	Consultant's account details for payments under the Contract are: Account Name: Bank Name: Branch Name: IFSC Code:
6.4	The interest rate shall be 6% per annum.
7.2	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.

Section 9 – Contract Forms

1. Letter of Acceptance

{On Client's Letterhead}

Date:

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

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

This is to notify you that your Proposal dated *[insert date of Proposal submitted by the Consultant]* for the execution of services titled "Selection of Sustainability Consultant to obtain Green Building Certification of Mega- CFC Building At SEEPZ-SEZ, Mumbai" against RFP Ref. No. *[insert Proposal Ref. No.]* is hereby accepted by the Client for the Contract Price of Rs. *[insert amount in numbers and words]*, as evaluated in accordance with the Instructions to Consultants.

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

Authorized Signature:

Name and Designation of Signatory:

Name of Client:

2. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, Executive Director, The Gems and Jewellery Export promotion council, Bandra (east) , **Mumbai** (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

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

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

For and on behalf of **Executive Director The Gems and Jewellery Export Promotion council, Bandra (East, Mumbai-400051**

Shri SEEPZ-SEZ Authority

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

[Authorized Representative of the Consultant – name and signature]