



SEEPZ SEZ AUTHORITY

QUALITY & COST BASED SELECTION (QCBS)

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

Request for Proposals
for
**Fire & Life Saving Project Management Consultancy
for Audit & Inspection of Fire Fighting & Prevention
Systems of SEEPZ, Mumbai.**

Tender Ref. No.: E-OPT-11/18/2022-EO/RFP

Date of Issue: 28/12/2022

ISSUING AUTHORITY:
Development Commissioner, SEEPZ- SEZ, Mumbai

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

E-Mail: dcseepz-mah@nic.in, amit.patra@gov.in (Amit Patra, Primary Tender Custodian)

Landline: 022-28294728/29, +91 9664664208
(From 9:30 A.M. to 6:00 P.M.)

Key information at a glance

SN	Item	Description
1	Tender Ref. No.	E-OPT-11/18/2022-EO/RFP
2	Tender Title	Fire & Life Saving Project Management Consultancy for Audit & Inspection of Fire Fighting & Prevention Systems of SEEPZ, 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	28 th December 2022
5	Date and time till which physical visits prospective Consultants to SEEPZ SEZ premises are permissible	16 th January 2023 till 1800 Hrs
6	Date and time of Pre-Proposal Meeting	17 th January 2023; 1200 Hrs
7	Tentative date for publishing Responses to Pre-Proposal Queries and Corrigendum, if any	20 th January 2023
8	Last date and time for Submission of Proposals (Technical + Financial Proposals)	14 th February 2023 till 1700 Hrs
9	Date and time of opening of Technical Proposals	16 th February 2023; 1730 Hrs
10	Tentative date for publication of technical evaluation results	23 rd February 2023
11	Tentative date for opening of financial Proposals	27 th February 2023
12	Expected date of Award of Contract	3 rd March 2023
13	Tender Contact / Helpline Details	<u>Primary Tender Custodian (PTC):</u> Shri Amit Patra, DME, SEEPZ-SEZ.

		<p>Contact: 9664664208, amit.patra@gov.in</p> <p><u>Roles of PTC:</u></p> <ol style="list-style-type: none">1. All preliminary queries/ telephone queries can be addressed to PTC.2. PTC maintains a dedicated call log / e-mail received chronologically for the specific tender.3. Provides response on email after due internal approval by Competent Authority.4. Intimates / responds all prospective bidders of timelines including pre-bid, corrigendum etc.5. Organize / support and facilitate all field / site visits.6. Responds to queries and clarifications sought after due approval of the reply being furnished by Competent Authority. <p><u>Secondary Tender Custodian (SDTC):</u> Shri Viraj Matondkar, Junior Engineer, SEEPZ-SEZ (Contact: 8082028874, viraj.matondkar@gov.in)</p> <p>Shri Vallabh Kushte, Junior Engineer, SEEPZ-SEZ (Contact: 9004226338, vallabh.kushte@gov.in)</p> <p><u>Roles of SDTC:</u></p> <ol style="list-style-type: none">1. SDTC shall be contacted only in case there is no response from the PTC.2. The SDTC shall immediately update and inform the PTC in case of any inputs from prospective bidders. <p><u>Supervisory Tender Custodian (SVTC):</u> Shri</p>
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		<p>Ravindra Kumar, Assistant, SEEPZ-SEZ. Contact: r.kumar74@nic.in</p> <p>Smt Rekha Nair, Assistant, SEEPZ-SEZ. Contact: r.nair@nic.in</p> <p><u>Roles of SVTC:</u></p> <ol style="list-style-type: none"> 1. Supervising the work and timely response by PTC. 2. Supervises Pre-bid meeting arrangements and issue of corrigendums / clarifications. <p><u>Supra Supervisory Tender Custodian (SSTC):</u></p> <p>Smt Bridget Joe, PAO/Estate Manager, SEEPZ-SEZ Contact: b.joe@nic.in</p> <p><u>Roles of SSTC:</u></p> <ol style="list-style-type: none"> 1. Overall Supervision of all aspects related to the tender process. <p><u>Public Procurement Consultant (PPC):</u> Shri Rutwik Phatak, PPC, SEEPZ-SEZ Contact: 9503662190, rutwik.phatak@gov.in</p> <p><u>Roles of PPC:</u></p> <ol style="list-style-type: none"> 1. For any technical clarification on CPPP / GeM / BOQ / Bidding Document or any tender condition thereof.
14	Link for accessing training schedule regarding use of e-procurement portal by bidders 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	<p>Name: Shri Amit Patra Designation: Disaster Management Executive Email: amit.patra@gov.in</p>

		Phone: 9664664208
16	Help Desk No. (For E-Procurement)	eProcurement Helpdesk Nos. (New Delhi) 0120-4200462 / 0120-4001002 / 0120-4001005

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Section 1 – Letter of Invitation

Proposal Reference No.: E-OPT-11/18/2022-EO/RFP

Date: 28/12/2022

Tender Title: Fire & Life Saving Project Management Consultancy for Audit & Inspection of Fire Fighting & Prevention Systems of SEEPZ, Mumbai

1. The SEEPZ- SEZ authority invites sealed Proposals from eligible Consultants for providing Fire & Life Saving Project Management Consultancy for Audit & Inspection of Fire Fighting & Prevention Systems of SEEPZ, Mumbai.
2. All prospective consultants can participate in the procurement process.
3. More details pertaining to the scope of work and procedure to be followed may be seen under the Terms of Reference (Section V).
4. 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/epublish/app>. Consultants can download the Request for Proposals free of cost from this portal.
5. 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. 1700 Hours on 14th February, 2023.
6. Detailed instructions regarding online submission of proposals may be seen under Annexure I. In case of any issues or queries related to the e-procurement portal, kindly send an email request to dcseepz-mah@nic.in or contact on 022-28294790 / 8169344283 (Shri. Amit Patra).
7. 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.
8. Technical Proposals shall be opened online at 1730 hours on 16th February 2023. Consultants can see the tender opening status by logging on to the e-procurement portal using their registered IDs.
9. Financial Proposals of only technically qualified Consultants shall be opened at a date which shall be pre-disclosed on the e-procurement portal.
10. 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 shortlisted consultants in preparation and submission of Proposals. It also includes the mode and procedure to be adopted by the SEEPZ, SEZ Authority (hereinafter referred to as the 'Client') for receipt and opening as well as scrutiny and evaluation of Proposals and subsequent placement of award of contract.
- b) The Client named in the **Data Sheet** will select an eligible consulting firm/organization (the Consultant), in accordance with the method of selection specified in the **Data Sheet**.
- c) Before preparing the Proposal and submitting the same to the Client, the Consultant should read and examine all the terms & conditions, instructions etc. contained in the Request for Proposals. Failure to provide required information or to comply with the instructions incorporated in this Request for Proposals may result in rejection of Proposals submitted by consultants.
- d) The successful Consultant will be expected to complete the Services by the Intended Completion Date as provided in the **Data Sheet** and communicated in the services contract.

2. Language of Proposals

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

3. Code of Integrity

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

heard, may take appropriate measures including –

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

4. Eligibility

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

5. Online Proposal Submission Process

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

B. Request for Proposals

6. Contents of Request for Proposals

- a) The Request for Proposals include the following Sections, which should be read in conjunction with any amendment issued in accordance with ITC.
 - Section 1 Invitation for Consultants
 - Section 2 Instructions to Consultants (ITC)
 - Section 3 Data Sheet

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

7. Clarification of Request for Proposals

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

8. Pre-Proposal Meeting

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

Consultants.

9. Amendments to Request for Proposals

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

C. Preparation of Proposals

10. Documents Comprising Proposal

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

11. Financial Proposal

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

shall quote the price in INR only.

12. Period of Validity of Proposals

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

13. Format and Signing of Proposals

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

14. Bid Security

The Bidder shall furnish as part of its bid, a bid security for the amount specified in the BDS in the form of a bank guarantee / demand draft / electronic transfer in the name of the beneficiary specified in the BDS. Physical copy of the bid security, if submitted in the form of a DD / BG must reach the address specified in the BDS prior to the time and date specified in the BDS. Any bid not accompanied by a Bid Security in the required format shall be rejected by the Procuring Entity as non- responsive.

D. Submission and Opening of Proposals

15. 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.

16. 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.

17. 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.

18. 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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 include and take into account the GST payable on the services if the contract is awarded to the Consultant. The Consultant is required to include all applicable taxes in its price proposal. SEEPZ SEZ Authority will not be liable to pay any amount in addition to the quoted amount towards taxes.
- c) The Client's evaluation of a proposal may require the consideration of other factors, in addition to the Consultant's financial offer. These factors may be related to the characteristics, performance, and terms and conditions of Consultancy Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Proposals, shall be specified in 'Section 4 - Evaluation Criteria'.
- d) Consultants shall be asked to deliver presentation on their technical proposals as

per the details provided in the **Data Sheet**. This presentation shall only cover contents of the technical proposals submitted by the Consultant. No marks shall be assigned to the presentation. The objective of the presentation round is to summarize the contents of consultant's technical proposal for better understanding of the evaluation committee.

25. 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

26. 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.

27. 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.

28. Performance Security

- a) Within sixty (60) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Bidder shall furnish the Performance Security in the form of a bank guarantee or demand draft or electronic transfer in the name of SEEPZ SEZ Authority of the amount specified in the BDS.
- b) Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security/debarment as per bid security declaration. In that event the Procuring Entity may award the Contract to the next lowest Bidder, whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

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

29. 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.

30. 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 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)	<p>The Client is: SEEPZ SEZ Authority, Andheri (E), Mumbai 400096</p> <p>The Method of Selection of Consultant is: Quality & Cost Based Selection (QCBS)</p>															
ITC 1 d)	The intended completion date is 30 th March 2024															
ITC 4 b)	<p>In order to be considered for technical evaluation, the Consultant:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">SN</th> <th style="text-align: center;">Eligibility Criteria</th> <th style="text-align: center;">Supporting Documents</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td> <p>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.</p> <p>Must be compliant with the Annexure II of Circular No. MFS-2015-10-1462 (Maharashtra Fire Service, Government of Maharashtra)</p> </td> <td> <p>Copy of the incorporation / registration certificate clearly indicating the nature of business.</p> <p>Compliance Certificates as per Circular No. MFS-2015-10-1462 of Maharashtra Fire Service, Government of Maharashtra</p> </td> </tr> <tr> <td style="text-align: center;">2</td> <td>Must possess a valid GSTN and PAN</td> <td>Copies of GSTN, PAN</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Must have a turnover of at least Rs.25 Lakh in each of the last 3 financial years, i.e. FY2019-2020, FY2020-2021 and FY2021-2022.</td> <td>Audited financial statements for the past 3 financial years. Provisional statement shall be accepted in lieu of audited FS only for FY2021-22.</td> </tr> <tr> <td style="text-align: center;">4</td> <td> <p>Must have successfully completed atleast 1 assignment at government organizations / private companies for the following –</p> <p>1. Fire Audit of Existing Fire Fighting and Prevention System</p> <p>2. Preparation of Detailed Project</p> </td> <td> <p>Summary of relevant experiences.</p> <p>Completion certificates issued by the clients clearly mentioning the name of the assignment, scope of work, area of the campus, value of the</p> </td> </tr> </tbody> </table>	SN	Eligibility Criteria	Supporting Documents	1	<p>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.</p> <p>Must be compliant with the Annexure II of Circular No. MFS-2015-10-1462 (Maharashtra Fire Service, Government of Maharashtra)</p>	<p>Copy of the incorporation / registration certificate clearly indicating the nature of business.</p> <p>Compliance Certificates as per Circular No. MFS-2015-10-1462 of Maharashtra Fire Service, Government of Maharashtra</p>	2	Must possess a valid GSTN and PAN	Copies of GSTN, PAN	3	Must have a turnover of at least Rs.25 Lakh 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.	4	<p>Must have successfully completed atleast 1 assignment at government organizations / private companies for the following –</p> <p>1. Fire Audit of Existing Fire Fighting and Prevention System</p> <p>2. Preparation of Detailed Project</p>	<p>Summary of relevant experiences.</p> <p>Completion certificates issued by the clients clearly mentioning the name of the assignment, scope of work, area of the campus, value of the</p>
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		<p>Report for installation of new FLS System</p> <p>3. Preparation of FLS Manuals and SOP's.</p> <p>4. Project Management for implementation of FLS Systems</p>	<p>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.</p>
	5	<p>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.</p>	<p>Self-declaration of not having been debarred / blacklisted by any of the entities mentioned in this criterion at present.</p>
ITC6 b)	<p>The official website of SEEPZ SEZ Authority is: http://seepz.gov.in</p> <p>The e-procurement portal is: https://eprocure.gov.in/epublish/app</p>		
ITC7 a)	<p>The Client's address for seeking clarifications is:</p> <p>Office of the Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai – 400096</p> <p>The email address is: dcseepz-mah@nic.in</p> <p>Queries may also be raised by using the 'seek clarifications' option available on the e-procurement portal.</p>		
ITC7 b)	<p>The Consultants may submit their requests for clarification no later than 10 days prior to deadline for submission of Proposals.</p>		
ITC8 a)	<p>The Pre-Proposal meeting shall be held online using Webex Application on 17th January 2023, 1200 hrs.</p> <p>The web-link to attend the pre-Proposal meeting is as follows:</p> <p>Pre-bid for Engagement of Fire & Life Saving PMC for Audit & Inspection of Fire Fighting & Prevention Systems of SEEPZ, Mumbai</p> <p>Hosted by SEEPZ SEZ</p> <p>https://seepz.webex.com/seepz/j.php?MTID=m65df74dffaa43e35da5578f660c38ec7</p>		

	<p>Tuesday, Jan 17, 2023 12:00 pm 1 hour (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi</p> <p>Meeting number: 2518 517 0914</p> <p>Password: pmc17 (76217 from video systems)</p> <p>Join by video system Dial 25185170914@seepz.webex.com You can also dial 210.4.202.4 and enter your meeting number.</p> <p>Join by phone +65-6703-6949 Singapore Toll</p> <p>Access code: 251 851 70914</p>
ITC12 a)	No change. Proposals shall remain valid for a period of 180 days from the deadline of submission of Proposals.
ITC 14	<p>The amount of bid security shall be Rs. 50,000/-.</p> <p>The beneficiary details are: Name of the Beneficiary: SEEPZ SEZ Authority Fund Payable at: Mumbai</p> <p>The address for submission of physical copy of the bid security is: Box titled "TENDER BOX" placed on the Ground Floor of the Office of Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri (E), Mumbai 400096</p> <p>The bid security must be submitted in a sealed envelope bearing the words "BID SECURITY" in capital letters and the following information on its outer surface:</p> <ol style="list-style-type: none"> Tender ID Tender Title Bidder Name and Address <p>The deadline for submission of bid security is the same as the deadline for submission of bids specified in ITC 17 below.</p>
ITC 18 a)	<p>The web-address of e-procurement portal is: https://eprocure.gov.in/epublish/app</p> <p>The address for submission of hard copies of technical proposal is: Office of the Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai – 400096</p>

	The deadline for submission of Proposals is 1700 Hrs on 14 th February 2023.
ITC 18 a)	The technical Proposals shall be opened online at 1730 Hrs on 16 th February 2023.
ITC 24 d)	The presentations shall be held online using Cisco Webex within a week after opening of the technical proposals. The specific dates, time and meeting links shall be notified by the client on its website i.e. http://seepz.gov.in
ITC 28 a)	The amount of performance security to be submitted by successful bidder shall be 3% of the total price quoted by the bidder.
ITC 30 a)	The expected date of award of contract is 3 rd March 2023.

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

5. 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.
6. 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.
7. 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.
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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 in Data Sheet (ITC 4b). Only those consultants who are found to be eligible as per the stipulated criteria shall be considered for evaluation of technical proposals.

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	Consultancy Firm's specific experience in providing Fire & Life Saving Services to SEZs / EPZs / Industrial Clusters or other large government projects involving infrastructure development as well as operations.	30%	<ul style="list-style-type: none">• Up to 20 marks for similarity and relevance of past experience.• Up to 10 marks for scale of project.
2	Approach, Methodology and Work Plan	30%	Up to 30 marks for how well the proposed A&M responds to SEEPZ's needs (desirability w.r.t. SEEPZ's needs, feasibility w.r.t. practical constraints, and viability w.r.t. availability of time, information & requirement of SEEPZ's efforts)

3	Qualification and relevant experience of key staff	30%	<ul style="list-style-type: none"> • Team Leader: 10 marks • Fire Safety Engineer / Specialist: 10 marks • Facility Management Expert: 5 marks • Project Manager: 5 marks
4	Transfer of Knowledge	10%	<ul style="list-style-type: none"> • Up to 5 marks for consultant's understanding of client's organization structure. • Up to 5 marks for how realistic the proposed knowledge transfer plan is.

While evaluating the key experts' CVs, 40% weightage shall be given for their educational qualifications and remaining 60% for relevance of their work experience. The client reserves the right to assign zero marks to any key expert not meeting the minimum requirements stipulated in the Terms of Reference, and to seek replacement of the proposed key expert with a better qualified expert in case the consultant is selected for award of contract.

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

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

Combined Evaluation Process (QCBS)

1. Weights for Quality and Cost

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

2. 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.

3. Minimum qualifying technical score

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

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

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). There are a total of 71 buildings with total area of 4,21,105.00 sq. meter inside SEEPZ, SEZ premises of 110 acres area. SEEPZ area accommodates 443 units with a daily footfall of around 80,000 employees.

Sector	Total Plot Area of Government Buildings (sq. m)	Government Buildings (First stage of Audit)	Private Buildings (Second stage of Audit)
1	57562.55	<ol style="list-style-type: none"> 1. Service Centre Building 2. Business Facilitation Center 3. Standard Design Factory – VI 4. Standard Design Factory – VII 	<ol style="list-style-type: none"> 1. Central Warehouse 2. Central Bank 3. Bank of India 4. State Bank of India 5. Punjab National Bank 6. T.C.S. Plot (ODC 1,3) 7. K.P.I.T
2	28664.00	<ol style="list-style-type: none"> 1. Gems & Jewellery – II 2. Gems & Jewellery – III 3. ICH Canteen 	<ol style="list-style-type: none"> 1. Fine Platinum 2. Gemplus 3. B.V. Jewels 4. S.G. Design 5. Jewelex 6. Elegant Collection 7. Uni-Design 8. D. Navinchandra 9. Zenstar LLP
3	47578.50	<ol style="list-style-type: none"> 1. Gems & Jewellery – I 2. Standard Design Factory – V 3. STP Plant 	<ol style="list-style-type: none"> 1. CGI 2. M Suresh 3. C. Mahendra 4. Info Jewellers 5. Goldiam 6. Tara Jewels 7. Goldstar

			8. Gemplus 9. R B One Source 10. Nexsales Solutions 11. Inter Gold 12. Reliance Energy 13. Renaissance Jewellery
4	55952.00	1. Standard Design Factory – I 2. Standard Design Factory – II 3. ICH Canteen	1. Multistoried Building
5	46860.00	1. Standard Design Factory – III 2. Standard Design Factory – IV	1. TCS (ODC-II)
6	2726.50	1. Fire Station 2. Standard Design Factory - VIII	1. Fine Jewellery Manufacturing 2. Sanghavi Jewels 3. Trio Jewellery 4. ZycusInfotech–II 5. CI2 Jewellery 6. Directi Web Service 7. ZycusInfotech 8. Tata Power 9. Nyesa Jewellery 10. Indigo Jewellery 11. Shrenuj and Company 12. K.G.K. Creation 13. Suncity Hotel 14. SEEPZ++ Tower I 15. SEEPZ++ Tower II
7	24000.00	1. SEEPZ Residential Colony 1.1 A1 to A3 1.2 B1 to B3 1.3 C1 to C6 1.4 D1 & D2 1.5 Gym, Badminton Court, Temple & Shops.	NA

Objectives and Scope of Work

The Consultant shall inspect the buildings and review them for fire safety upgrades. The Consultant shall provide a plan of action with recommendations and cost estimates to provide fire safety upgrades. The buildings shall be inspected and all fire protection components shall be rated for physical condition and renovation or replacement requirements. Based on these findings, the Consultant shall recommend the improvements for each building and a table shall be prepared that will itemize them by priority based on fire safety and code compliance. All required and recommended improvements shall have associated costs. The costs shall be all inclusive and shall include construction costs, contingencies, allowances and permit fees. The scope of work is further defined in the following points;

1 Technical Fire Audit of Existing Systems

- a) Conducting site survey / study for feasibility and gathering all other necessary information related to fire safety.
- b) The audit shall cover existing fire-fighting and fire-protection systems and equipments at all buildings, gates and common areas at SEEPZ – SEZ premises.
- c) This audit report shall document the existing system drawbacks, system short comings with respect to local and state standards, practical approach and feasibility.
- d) The audit shall cover existing systems and its worthiness and any improvement necessary to build a state-of-art fire-fighting and protection system shall be explained to SEEPZ- SEZ Authority.
- e) Produce bill of quantity along with specification for the system upgrades, make and brand which may be implemented.
- f) Audit shall cover the existing emergency protocols and the need for upgradation to build a state-of-art emergency response system.

2 Preparation of Detailed Project Report

- a) To describe the type and scheme of Passive & Active Fire Protection system for various areas as per the following –

- 2.a.1. National Building Code of India, Chapter 4, 2016.
- 2.a.2. Maharashtra Fire Prevention & Life Safety Measure Act, 2006.
- 2.a.3. Maharashtra Fire Prevention & Life Safety Measure Rule, 2006.
- 2.a.4. Bureau of Indian Standards (BIS)
- b) To specify requirement of different standards so that the purpose and requirements of them are clearly and fully understood.
- c) To establish the capacity / numbers of various components for Fire protection system.
- d) To specify general description and broad specification of fire prevention, and protection system, criteria for selection and sizing of equipment and accessories, material specification, and measures to be taken for fire safety of the Buildings, Gates and Common Areas of SEEPZ- SEZ premises & all equipments therein.
- e) Cost Estimates of the specified system to be installed and the implementing agency.
- f) Contract Drawings / Design Plan for the specified system to be installed.
- g) Close liaison for all approvals of the fire fighting / prevention system with the Fire Officer, MIDC, SEEPZ and the Chief Fire Officer, MIDC.

3 Preparation of Fire and Life Safety Manual (Suraksha Code) & Upgradation Disaster Management Plan

- a) Fire protection and prevention manual to be prepared for all buildings individually.
- b) Manual for Emergency protocols and plans (Emergency Preparedness Plan) to be prepared for all buildings and common areas of SEEPZ-SEZ premises which shall be interpreted with the Disaster Management Plan (DMP).
- c) Swachhta & Suraksha Code shall be based on the 4 Labour Laws, Government of India.
- d) Review & upgradation of DMP
- e) Preparation of Sector wise DPR for bidding for fire safety compliance.

4 On-Boarding of Licensed Implementing Agency

- a) Preparation of Tender documents for proposed System(s)

- b) Evaluation of the received offers technically and attend discussions with the bidders to obtain clarifications / confirmations and thereafter furnishing recommendation
- c) Scrutiny of the technical offer from equipment supplier and installer etc.
- d) Technical Specification for all major equipments along with acceptance criteria.
- e) Data sheet for equipment(s)
- f) Bill of Materials
- g) Preparation of Bar chart indicating activities, target dates and also monitoring/inspecting with respect to various stages of work
- h) Schedule of commissioning & handing over and submission of recommendation with comparative statement of the above work.
- i) Monitoring and Inspection of all stages of the implementation of the system(s) for quality once in a fortnight.
- j) Final inspection along with project authority to witness commissioning and performance run of the system

Key Deliverables

- a) Preparation of Hazard Identification & Risk Assessment Report
- b) Preparation of Detailed Project Report (DPR)
- c) Request for proposal (RFP) for Fire & life Safety (FLS) for operational services
- d) Bid Process Management & Selection of an FLS implementation Agency
- e) Project Management for implementation of FLS objectives
- f) Preparation of Fire & Life Safety Manual (Swachhta & Suraksha Code)
- g) Preparation of Fire Response, Prevention and Fighting Plan interpreted with Disaster Management Plan
- h) Training and Documentation support at final acceptance test including the SEEPZ Swachhta & Suraksha Code based on 4 Codes of Labour Laws & other relevant statutes. Dissemination and training for embedding the Swachhta Code as a standard for all stakeholders in the event of fire or any other disaster in SEEPZ, SEZ.

Timelines & Payment Milestone

SN	Deliverables	Timeline (weeks) T = date of commencement of services	Payment Milestone (% of contract value)
1	Acceptance of Audit Report	T + 10	10%
2	Acceptance of final Detailed Project Report	T + 20	10%
3	Bid process management for engaging an Implementing Agency		
3.1	Preparation of Draft Bidding Documents	T + 25	10% (payable after completion of deliverable 3.2)
3.2	Assistance in conducting pre-bid meeting and responding to pre-bid queries including issue of corrigendum	T + 30	
3.3	Assistance in evaluation of proposal	T+ 35	10% (payable after completion of deliverable 3.4)
3.4	Delivering a briefing session for the selected contract	T + 40	
4	Acceptance of final Fire & Life Safety Manual (Swachhta & Sureakcha Code)	T + 20	10%
5	Acceptance of final Fire Response, Prevention and Fighting Plan interpreted with Disaster Management Plan	T + 25	10%
6	Regular assistance in coordination with implementing agency. Submission of quarterly reports.	Quarterly after hiring of Implementing Agency	40% (10% at the end of every quarter for 4 quarters)

Key Experts

SN	Key Expert	Essential Qualification	Expected Input
1	Team leader / Auditor	Degree or an Advance Diploma in Fire Engineering from the National Fire Service College, Nagpur, Ministry of Home Affairs, Government of India Or the State Fire Academy, Government of Maharashtra Or Passed the Membership Examination of the Institute of Fire Engineers, India or the Institution of Fire Engineers of United Kingdom Atleast 2 years experience of regular fire service for inspection and testing of fire prevention and protection work	12 months (atleast 75% field based)
2	Fire Safety Engineer / Designer	B. Tech / B.E. with a post graduate degree in fire engineering. Atleast 5 years experience in designing fire safety protection & prevention systems for large industrial premises.	12 months (atleast 75% field based)
3	Facility Management Expert	B. Tech / B.E. with a post graduate degree in facility management. At least ten years of experience in facility management for large industrial premises.	12 months (atleast 75% field based)
4	Project Manager	Engineering graduate with post-graduate degree in management At least 5 years of managerial experience in working with government clients on business process reengineering and project management with excellent inter-personal, presentation and documentation skills.	12 months (atleast 75% field based)

Benchmarking Standards

The agency shall comply with the below statutes -

- a) Maharashtra Fire Prevention and Life Safety Measures Act, 2006

- b) National Building Code of India 2016
- c) Local authority having jurisdiction guidelines
- d) Standards applicable from Bureau of Indian Standards (BIS)
- e) The norms given under Fire NOC

Penalty Terms

- a) 0.5% of the invoice amount will be deducted for each delayed week to a maximum of 2 % for four weeks in the agreed timeline for each Deliverables. The deduction will be made for the delay due to the factors attributable to the consultant only. Beyond this, the purchaser will be free to terminate the agreement.
- b) Other penalty terms will be decided at the time of signing of agreement with the selected consultant.

Support Provided by Client

- a) The client shall provide office space to the consultant's team. Laptops and peripherals are to be provided to its team by the consultant.
- b) The client shall provide access to relevant documentation, reports, budget documents, etc. to enable consultant's team to prepare a comprehensive vision document.
- c) The client shall grant necessary access permissions to the consultant's team to visit SEEPZ SEZ Authority office and other parts of the premises for carrying out field visits.
- d) The client shall make available its conference hall facility which is equipped with Cisco WebEx hardware to carry out offline and online consultations with stakeholders.

Section 6 – Bidding Forms

SN	Name of the Form	Page No.
1	Letter of Proposal	41
2	Checklist of documents comprising Proposal	43
3	Consultant's Past Experience Details	44
4	Proposed Approach, Methodology and Work Plan	45
5	Team Composition and Task Assignments	46
6	CVs of Proposed Key Experts	47
7	Staffing Schedule	49
8	Proposed Knowledge Transfer Plan	50
9	Financial Proposal Format	Uploaded Separately as a .xlsx file

1. Letter of Proposal

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

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

Date:

Proposal Ref. No.:

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

1. We have examined and have no reservations to the Request for Proposals, including Addenda issued in accordance with Instructions to Consultants;
2. We meet the eligibility requirements in accordance with ITC 4 and have no Conflict of Interest in accordance with GFR 175;
3. We offer to provide, in conformity with the Request for Proposals, the following Consultancy Services: 'Fire & Life Saving Consultant for Audit & Inspection of Fire Fighting & Prevention Systems of SEEPZ, Mumbai.'
4. Our final price offer is as submitted in our financial Proposal.
5. Our Proposal shall remain valid for 180 days from the last date of submission of the Proposal and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. We are not participating, as a consultant or as a sub-consultant, in more than one proposal in this bidding process;
7. We, along with any of our sub-consultants, key experts or joint venture partners for any part of the contract, are not debarred by any Client under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
8. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in GFR 175;
9. We hereby certify that we neither are associated nor have been associated directly or indirectly with the consultant or any other individual or entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract from the SEEPZ SEZ Authority;

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

Name of the Consultant:

Name of Consultant's Authorized Signatory:

Designation of the person signing the Proposal:

Signature of the person named above

Date signed

2. Checklist of documents comprising Proposal

SN	Document	Included (Y/N)	Page No.
1	Letter of Proposal as per the form provided in Section 6 – Bidding Forms		
2	Proposal Security declaration furnished in accordance with Annexure I		
3	Consultant Information Form as per Form provided in Section 6: Bidding Forms		
4	Documents establishing Consultants' eligibility in accordance with Data Sheet (ITC 4 a)		
5	Documents establishing Consultants' qualification in accordance with Forms given in Section 6: Bidding Forms		
6	An Undertaking duly signed on the letter head from the Consultants to the effect that they agree and aProposale by the clauses / conditions of Request for Proposals issued by the Client and any amendment made thereafter.		
7	Financial Proposal (to be uploaded in a separate folder)		NA

3. Consultant's Past Experience Details

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

Assignment name:	Approx. value of the contract (in INR)
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

4. Proposed Approach, Methodology and Work Plan

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

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

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

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

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

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

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

5. Team Composition and Task Assignments

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

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>
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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: _____

7. Staffing Schedule

N°	Name of Staff	Staff input (in the form of a bar chart)													Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field	Total		
Key Experts																			
1		[Home]																	
		[Field]																	
2																			
3																			
n																			
													Subtotal						
Non-Key Experts																			
1		[Home]																	
		[Field]																	
2																			
n																			
													Subtotal						
													Total						

8. Proposed Knowledge Transfer Plan

[Please provide details of the topics of handover, level and required qualifications of the trainees, number and frequency of capacity building sessions and mode of delivering the capacity building sessions here.]

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 or such other later date as may be stated in the SCC .
2.2 Commencement of Services	
2.2.1 Program	Before commencement of the Services, the Consultant shall

<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 theClient</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 paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>3.2.2 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p>

	<p>3.2.3 The payment of the Consultant pursuant to GCC shall constitute the Consultant's only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.</p> <p>3.2.4 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the applicable rules and guidelines of the Government of India, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.</p> <p>3.2.5 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p> <p>3.2.6 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p>
<p>3.3Confidentiality</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>3.4Insurance to be TakenOut by the Consultant</p>	<p>The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services.</p>

<p>3.5 Consultant's Actions Requiring Client's Prior Approval</p>	<p>The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> a. entering into a subcontract for the performance of any part of the Services, b. changing the Program of activities; and c. any other action that may be specified in the SCC.
<p>3.6 Reporting Obligations</p>	<p>The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
<p>3.7 Documents Prepared by the Consultant to Be the Property of the Client</p>	<p>3.7.1 All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Consultant in accordance with Sub- Clause 3.6 shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.</p> <p>3.7.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>
<p>3.8 Liquidated Damages</p>	
<p>3.8.1 Payments of Liquidated Damages</p>	<p>The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p>
<p>3.8.2 Lack of performance penalty</p>	<p>If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Clause 9 and specified in the SCC.</p>
<p>3.9 Performance</p>	<p>The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of</p>

Security	Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.
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 .
5.2 Services, Facilities and Property of the Client	The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.
5.3 Counterpart Personnel	<p>5.3.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A.</p> <p>5.3.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p>
5.4 Payment Obligation	In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Appendix A and in such manner as is provided by GCC 6 below.
5.5 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clause 6.1.
6. Payments	
6.1 Contract Price	6.1.1 The Consultant's Contract Price shall be a fixed lump-sum net of all costs incurred by the Consultant in carrying out the Services described in Appendix A. The Contract Price is set forth in the

	<p>SCC. The Contract price breakdown is provided in Appendix C.</p> <p>6.1.2 Any change to the Contract price specified in Clause 6.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.4 and have amended in writing the Terms of Reference in Appendix A.</p>
6.2 Taxes and Duties	<p>6.2.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.</p> <p>6.2.2 As an exception to the above and as stated in the SCC, the GST is reimbursed to the Consultant.</p>
6.3 Mode of Billing and Payment	<p>6.3.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 6.1.1.</p> <p>6.3.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A. The payments will be made according to the payment schedule stated in the SCC.</p> <p>6.3.3 The Client shall pay the Consultant within forty-five (45) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same forty-five (45) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>6.3.4 The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within sixty (60) calendar days after receipt of the final report by the Client unless the Client, within such sixty (60) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>6.3.5 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p>
6.4 Interest on Delayed Payments	<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>

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions **specified in the SCC**.

8. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

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 "Fire & Life Saving Project Management Consultancy for Audit & Inspection of Fire Fighting & Prevention Systems of SEEPZ, Mumbai"
1.1(d)	The Client is <i>SEEPZ SEZ Authority, Andheri, Mumbai</i>
1.1(e)	The Consultant is _____
1.4	<p>The addresses are:</p> <p>Client :SEEPZ SEZ Authority, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai400096</p> <p>Attention :Development Commissioner, SEEPZ SEZ Authority</p> <p>E-mail: dcseepz-mah@nic.in</p> <p>Consultant :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail: _</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Client: <i>Shri. Shyam Jagannathan, Development Commissioner</i></p> <p>For the Consultant: <i>[name,title]</i> _____</p>
1.7	The authorized member in charge is _____
2.1	No change to the GCC clause
2.2.2	The Starting Date for the commencement of Services is seven (7) days after

	contract signing.
2.3	The Intended Completion Date is 30 th March 2024.
3.2.2	The Client reserves the right to determine on a case-by-case basis whether the service should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 3.2.2
3.4	The risks and coverage by insurance shall be: <ul style="list-style-type: none"> (i) Third Party liability – as stipulated by relevant government law. (ii) Client’s liability and workers’ compensation – as stipulated in the employees’ compensation act. (iii) Professional liability – at least 110% of the Contract Price.
3.5 c.	The Consultant shall follow the protocol stipulated in the Terms of Reference regarding entering-exiting Client’s premises and for weighting and carrying the investment powder waste.
3.7	There are no specific restrictions.
3.8.1	The amount of liquidated damages shall be equivalent to 0.2% of the contract price per week of delay in deployment of manpower or commencement of services.
3.8.2	Lack of performance penalties shall be as stipulated in the Terms of Reference document appended to the contract agreement.
5.1	The Client shall provide necessary assistance in providing gate-passes for smooth entry of the Consultant’s vehicles and employees.
6.1	The Contract Price is: _____
6.2.2	The amount of GST reimbursable to the Consultant is: _____
6.3.2	The payment schedule shall be as stipulated under Appendix A – Terms of Reference.
6.3.5	Consultant’s account details for payments under the Contract are: <p>Account Name: Bank Name: Branch Name:</p>

	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.

Appendix A – Terms of Reference

Appendix B – Breakdown of Price

{Consultant shall insert the Breakdown of Contract Price here}

Appendix C – CVs of the Key Experts

{Consultant shall insert the Key Experts' CVs here}

Section 9 – Contract Forms

1. Letter of Acceptance

{On Client's Letterhead}

Date:

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

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

This is to notify you that your Proposal dated [insert date of Proposal submitted by the Consultant] for the execution of services titled "Fire & Life Saving Project Management Consultancy for Audit & Inspection of Fire Fighting & Prevention Systems of SEEPZ, 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, **SEEPZ SEZ Authority, Andheri, Mumbai** (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant").]

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

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

Appendices.

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

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

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

Shri Shyam Jagannathan, Development Commissioner, SEEPZ SEZ Authority

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

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]