



## **SEEPZ SEZ AUTHORITY**

### **QUALITY & COST BASED SELECTION (QCBS)**

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

#### **Request for Proposals**

**For**

**Selection of a Human Resource Development (HRD) Consultant for Preparation of HRD Plan; and Assistance in Recruitment, Assessment and Capacity Building of Contractual Employees at SEEPZ**

**Tender Ref. No.:** E-OPT-11/150/2022-EO

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

Helpline No.: 022-28290856

Landline: 022-28294728/29

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

## Key information at a glance

SN	Item	Description
1	Tender Ref. No.	E-OPT-11/150/2022-EO
2	Tender Title	<b>Selection of a Human Resource Development (HRD) Consultant for Preparation of HRD Plan; and Assistance in Recruitment, Assessment and Capacity Building of Contractual Employees at SEEPZ</b>
3	Cost of Request for Proposals	Request for Proposals can be downloaded <b>free of cost</b> from the following websites: <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> <a href="http://seepz.gov.in/tender.aspx">http://seepz.gov.in/tender.aspx</a>
4	Date of Tender Publishing	28.12.2022
6	Date and time of Pre-Proposal Meeting	04.01.2023
7	Tentative date for publishing Responses to Pre-Proposal Queries and Corrigendum, if any	09.01.2023
8	Last date and time for Submission of Proposals (Technical+ Financial)	19.01.2023
9	Date and time of opening of Technical Proposals	20.01.2023
10	Tentative date for publication of technical evaluation results	26.01.2023
11	Tentative date for opening of financial Proposals	31.01.2023
12	Help Desk No. (For E -Procurement)	Primary Custodian: Shri Vishal Chormare: <a href="mailto:vishal.chormare@gov.in">vishal.chormare@gov.in</a> Secondary Custodian: Ms. Pooja Patel: <a href="mailto:pooja.patell23@gov.in">pooja.patell23@gov.in</a> Supervisory Custodian: Shri Kashif Ahmed: 8135073606; <a href="mailto:kashif.ahmed@gov.in">kashif.ahmed@gov.in</a> Supra Supervisory Custodian: Smt Bridget Joe e-Procurement Helpdesk nos. (New Delhi) 0120-4200462,0120-4001002,0120-4001005
13	Link for accessing training schedule regarding use of e-procurement portal by agencies may be found at:	<a href="https://eprocure.gov.in/cppp/trainingdisp">https://eprocure.gov.in/cppp/trainingdisp</a>
14	Authority to be contacted in case of any clarification / request for entry permission for physical visit	Name: -Shri. Shyam Jagannathan Designation:-Development Commissioner,SEEPZ-SEZ Email:- <a href="mailto:dcseepz-mah@nic.in">dcseepz-mah@nic.in</a> Landline:-022 – 28294728/29

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## Section 1 – Letter of Invitation

**Proposal Reference No.:** E-OPT-11/150/2022-EO

**Date:** 28.12.2022

**Tender Title:** *Selection of a Human Resource Development (HRD) Consultant for Preparation of HRD Plan; and Assistance in Recruitment, Assessment and Capacity Building of Contractual Employees at SEEPZ*

1. The SEEPZ- SEZ authority invites sealed proposals from eligible Consultants for Selection of a Human Resource Development (HRD) Consultant for Preparation of HRD Plan; and Assistance in Recruitment, Assessment and Capacity Building of Contractual Employees at SEEPZ .More details pertaining to the scope of work may be seen under the Terms of Reference (Section 5).
2. The process of QCBS shall be followed for selection of suitable Consultants. The Bidding process shall be conducted in an online mode on the Central Public Procurement Portal (CPPP) which is publicly accessible using the following web address: <https://eprocure.gov.in/eprocure/app>. Consultants can download the Request for Proposals free of cost from this portal.
3. Interested Consultants must register on the e-procurement portal and upload their technical and financial proposals separately within the stipulated time and date.
4. Detailed instructions regarding online submission of proposals may be seen under Annexure-I. In case of any issues or queries related to the e-procurement portal, kindly send an email request to [dcseepz-mah@nic.in](mailto:dcseepz-mah@nic.in) or contact on 022-28294701 /Mr. Kashif Ahmed: 8135073606.
5. The Consultants is solely responsible for timely uploading of Proposals on the e-procurement portal. SEEPZ SEZ Authority shall not be liable for resolving any queries / issues raised on the day of Proposal submission.
6. Technical Proposals shall be opened online. Agencies can see the tender opening status by logging on to the e-procurement portal using their registered IDs.
7. Financial Proposals of only technically qualified Consultants shall be opened at a date which shall be pre-disclosed on the e-procurement portal.
8. SEEPZ SEZ Authority reserves the right to accept or reject any or all of the Proposals at any time during the Bidding process.

  
Development Commissioner  
SEEPZ SEZ, Authority

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

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

The Authority and all officers or employees of the Authority, whether involved in the procurement process or otherwise, or 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.

- a) In case of breach of the code of integrity by a Consultants or a prospective Consultants, the SEEPZ Authority, after giving a reasonable opportunity of being heard, may take appropriate measures including –
- b) In case of breach of the code of integrity by a Consultants or a prospective

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

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

#### **4. Eligibility**

- a) This Request for Proposals is open to the shortlisted 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 **Section 4 – Evaluation Criteria**.
- 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. Qualifications**

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

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

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

## B. Request for Proposals

### 7. Contents of Request for Proposals

- a) The Request for Proposals includes the following Sections, which should be read in conjunction with any amendment issued in accordance with 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**, Authority shall not be responsible for the correctness of the Request for Proposals, responses to requests for clarification, the Minutes of the Pre-Proposal meeting, if any, or Amendment(s) to the Request for Proposals in accordance with 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.

### 8. Clarification of Request for Proposals

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

### 9. Pre-Proposal Meeting

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



- b) During the pre-Proposal meeting, the clarification sought by representative of prospective 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 Authority 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.

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

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

## **C. Preparation of Proposals**

### **12. Documents Comprising Proposal**

- 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
  - Any other document as required in the ITC or Data Sheet
- Consultant's financial Proposal shall comprise the financial quote submitted in the excel template published along with these Request for Proposals.

### **13. Financial Proposal**

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

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

- a) Proposals shall remain valid for a period of 180 days from the deadline of submission of Proposals unless otherwise specified in the **Data Sheet**.
- b) In exceptional circumstances, prior to the expiration of the Proposal validity period, the Authority may request 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.
- c) The Consultants who agrees to the extension of the period of validity of bids so requested by the Procuring Entity shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A consultant whose bid security is not extended or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of Procuring Entity will be final and binding in this regard.

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

- a) Documents establishing 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 Consultants shall sign, either physically or digitally, on each page of the Proposal. This signature should be accompanied by Consultant's official seal.
- d) The financial Proposal must be submitted in the MS excel template provided with the Request for Proposals.

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

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

- a) Consultants shall upload their technical and financial proposals in separate folders provided on the e-procurement portal.
- b) Online submission of Proposals shall be carried out in accordance with the instructions given under Annexure I.

#### **17. Deadline for Submission of Proposals**

- a) Proposals must be received by the Authority online on the e-procurement

portal and at the address specified in the **Data Sheet** no later than the date and time specified in the **Data Sheet**.

- b) The date of submission and opening of Proposals shall not be extended except when:
  - sufficient number of Proposals have not been received within the given time and the authority is of the opinion that further Proposals are likely to be submitted if time is extended; or
  - the Request for Proposals are required to be substantially modified as a result of discussions in pre-Proposal meeting or otherwise and the time for preparations of Proposals by the prospective 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.

## **18. Late Proposals**

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

## **19. Opening of Proposals**

- a) The technical proposals shall be opened online on the date and time stipulated in the **Data Sheet**.
- b) 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.
- c) The financial Proposals of only technically qualified Consultants shall be opened.

## **E. Evaluation and Comparison of Proposals**

### **20. Confidentiality**

- a) Information relating to the evaluation of Proposals and recommendation of contract award, shall not be disclosed to 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 Authority in the evaluation or contract award decisions may result in the rejection of its Proposal.

## **21. Preliminary Examination of Proposals**

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

## **22. Immaterial Non-conformities**

- a) The Proposal Evaluation Committee may waive non-conformities in the Proposal that do not constitute a material deviation, reservation or omission and deem the Proposal to be responsive;
- b) The Proposal Evaluation Committee may request the Consultants 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 Consultants 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 Consultants.

## **23. Determination of Responsiveness**

- a) The Proposal Evaluation Committee constituted by the authority shall determine the responsiveness of a Proposal to the Request for Proposals based on the contents of the Proposal submitted by the Consultants;
- b) A Proposal shall be deemed to be substantially responsive if it meets the requirements of the Request for Proposals without any material deviation, reservation, or omission where: -
  - i. “deviation” is a departure from the requirements specified in the Request for Proposals;
  - ii. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Request for Proposals; and
  - iii. “omission” is the failure to submit part or all of the information or documentation required in the Request for Proposals.

- c) A “material deviation, reservation, or omission” is one that, if accepted, shall:-
  - i. Effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Request for Proposals; or
  - ii. Limit in any substantial way, inconsistent with the Request for Proposals, the rights of the authority or the obligation of the Consultants 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.

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

- a) Provided that a Proposal is substantially responsive, the Proposal Evaluation Committee may waive any nonconformity in the Proposal.
- b) Provided that a Proposal is substantially responsive, the Authority, being SEEPZ, SEZ authority or authorized representative may request that the Consultants 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 Consultants to comply with the request may result in the rejection of its Proposal.
- c) Provided that a Proposal is substantially responsive, the Proposal Evaluation Committee shall rectify quantifiable nonmaterial nonconformities related to the Proposal Price. To this effect, the Proposal Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non- conforming item or component.

## **25. Evaluation of Proposals**

- a) Technical evaluation of proposals shall be carried out based on the criteria stipulated under ‘Section 4 – Evaluation Criteria’. The evaluation committee shall not adopt any other criteria other than the ones already stipulated in the Request for Proposals.

- b) The evaluation committee shall first assess eligibility of the participating consultants based on the criteria stipulated in the Section 4 – Evaluation Criteria. The committee shall prepare a shortlist comprising not less than 3 eligible consultants for further technical and financial evaluation. Consultants not meeting the eligibility criteria shall not be considered for further evaluation process and their proposals shall be treated as non-responsive.
- c) Technical proposals of eligible Consultants shall be opened and considered for technical evaluation based on the criteria stipulated under Section 4 – Evaluation Criteria. Financial proposals of only those Consultants shall be opened who meet the minimum technical score requirement as stipulated under Section 4 – Evaluation Criteria.
- d) The evaluation of financial Proposal will shall be excluding GST. Section 16 of the IGST Act categorizes services provided to SEZs as zero-rated. Hence, there shall be no instance of GST.
- e) The Authority’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’.
- f) 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 Consultants. 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.

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

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

## **F. Award of Contract**

### **27. Award Criteria**

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

## **28. Notification of Award**

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

## **29. Other Statutory Requirements**

Successful Consultants 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 Consultants to submit the same shall constitute sufficient grounds for the annulment of the award. In that event the Authority may award the Contract to the next highest evaluated Consultants, whose Proposal is substantially responsive and is determined by the Authority to be qualified to perform the Contract satisfactorily.

## **30. Signing of Contract**

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

## Section 3 –Data Sheet

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

ITC Para Reference	Particulars
ITC 1b)	<p>The Authority is: SEEPZ SEZ Authority, Andheri (E), Mumbai 400096</p> <p>The Method of Selection of Consultants is: Quality &amp; Cost Based Selection (QCBS).</p>
ITC 1 d)	<p>The intended completion date is February 2025 (24 months contract period)</p>
ITC6 b)	<p>The official website of SEEPZ SEZ Authority is: <a href="http://seepz.gov.in">http://seepz.gov.in</a></p> <p>The e-procurement portal is: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p>
ITC7 a)	<p>The Authority's address for seeking clarifications is:</p> <p>Office of the Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai – 400096</p> <p>The email address is: <a href="mailto:dcseepz-mah@nic.in">dcseepz-mah@nic.in</a></p> <p>Queries may also be raised by using the 'seek clarifications' option available on the e-procurement portal.</p>
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 electronically at 1600 Hrs (04:00 PM) on 04.01.2023.</p> <p>Meeting-link  <a href="https://seepz.webex.com/seepz/j.php?MTID=m09c3c527a947d173d196f28f97e7602d">https://seepz.webex.com/seepz/j.php?MTID=m09c3c527a947d173d196f28f97e7602d</a></p> <p>All the queries should be received on or before 09.01.2023, by 5:00 PM through e-mail to <a href="mailto:dcseepz-mah@nic.in">dcseepz-mah@nic.in</a> (Development Commissioner) with a copy to <a href="mailto:kashif.ahmed@gov.in">kashif.ahmed@gov.in</a></p>



ITC14 a)	No change. Proposals shall remain valid for a period of 180 days from the deadline of submission of Proposals.
ITC 16 a)	The web-address of e-procurement portal is <a href="https://eprocure.gov.in/eprocur/app">https://eprocure.gov.in/eprocur/app</a>
ITC 19a)	The technical Proposals shall be opened online at 16.00 Hrs on 20.01.2023
ITC 25 f)	The presentations shall be held online using Cisco Webex within a week after opening of the technical proposals. The specific dates, time and meeting links shall be notified by the authority to the concerned Consultants by email and on its website i.e. <a href="http://seepz.gov.in">http://seepz.gov.in</a>
ITC 28 a)	The expected date of award of contract is 03.02.2023.

## 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 Consultants Enrollment" on the CPP Portal which is free of charge.
2. As part of the enrolment process, the Consultants will be required to choose a unique username and assign a password for their accounts.
3. Consultants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPPP.
4. Upon enrolment, the Consultants will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g.Sify/nCode/eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a Consultant. Please note that the Consultants are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6. Consultant then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the CPP Portal, to facilitate Consultants to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Consultants may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the Consultants have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Consultants through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The Consultants 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. Consultants 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. Consultants, 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 Consultants has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Proposal.

## **SUBMISSION OF PROPOSALS**

1. Consultants 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. Consultants 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 Consultants). No other cells should be changed. Once the details have been completed, the Consultants should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the Consultants, the Proposal will be rejected.
6. The server time (which is displayed on the Consultants’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the Proposals by the Consultants, opening of Proposals etc. The Consultants should follow this time during Proposal submission.
7. All the documents being submitted by the Consultants would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Proposal opening. The confidentiality of the Proposals is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Proposal document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/Proposal opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized Proposal openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized Proposal openers.
9. Upon the successful and timely submission of Proposals (i.e. after Clicking “Freeze Proposal Submission” in the portal), the portal will give a successful Proposal submission message & a Proposal summary will be displayed with the Proposal no. and the date & time of submission of the Proposal with all other

relevant details.

10. The Proposal summary has to be printed and kept as an acknowledgement of the submission of the Proposal. This acknowledgement may be used as an entry pass for any Proposal opening meetings.

#### **ASSISTANCE TO CONSULTANTS**

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

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

## Section 4 – Evaluation Criteria

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

### Assessment of Eligibility

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

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

#### 2. Pre-Qualification Criteria

Consultants meeting the following criteria shall be considered eligible and shall be shortlisted for further evaluation processes.

SN	Eligibility Criteria	Supporting Documents
1	Consultant must be a company or a partnership firm or an LLP registered with appropriate government authority and valid as on the last date of bid submission.	Incorporation / registration certificate.
2	Must possess a valid GSTN and PAN	Copies of GSTN, PAN
3	Consultant must have an average annual turnover of at least Rs. 50 Lakh during the past 3 financial years i.e. FYs 2019-20, 2020-21 and 2021-22 from consulting services business.	Relevant excerpts of audited financial statements clearly indicating the turnover from consulting services business.
4	Consultant must have completed at least one assignment of HR Consultancy amounting to not less than Rs. 50 Lakh during the past 5 years.	Completion certificate from the client clearly stating the scope of work and value of the assignment.
5	Consultant must not be presently debarred by any central government entity or by any state government or by any multilateral funding institution like the World Bank, Asian Development Bank, etc. Have been executed by the bidder under a single project).	Self-certification clearly stating that the Consultant is not presently debarred by any of the said institutions.

## Evaluation Criteria

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

SN	Criterion	Weightage	Scoring Logic
1	Consultant's experience of similar assignments. Similar assignment means HR consultancy assignment comprising at least 4 out of the 7 key areas of scope of work outlined in the Terms of Reference amounting to not less than Rs. 50 Lakh.	20%	Up to 4 marks for each relevant assignment; Within each project cited, the scale, similarity and coverage (w.r.t. the Terms of Reference of this contract) of experience shall be evaluated.  Cited project experience must be supported by completion certificates issued by clients clearly stating the scope of work and value of the assignment.
2	Approach and Methodology (To be submitted in the form of a presentation / slide deck comprising not more than 30 slides. The slides should include Consultant's understanding of the Client organization, comments on the ToR, proposed approach, methodology and sample solutions.)	40%	Up to 40 marks for how well the proposed A&M responds to client's needs (desirability w.r.t. client's needs, feasibility w.r.t. practical constraints, and viability w.r.t. availability of time, information & requirement of client's efforts)
3	Qualification and relevant experience of key and non key staff.	30%	<ul style="list-style-type: none"> <li>• Senior HR consultant: 10 Marks</li> <li>• HR Consultant: 10 Marks</li> <li>• Junior HR consultant: 10 Marks</li> </ul>
4	Proposed team structure (including non-key experts) and work plan.	10%	Committee's assessment of how well the proposed team structure and work plan responds to the scope of work.

While evaluating the key experts' CVs, 20% weightage shall be given for their educational qualifications and remaining 80% 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.

### 3. Combined Evaluation Process (QCBS)

#### 1. Weights for Quality and Cost

For the purpose of combined evaluation, the following weights shall be considered: Technical Score: 80%; Financial Score: 20%

#### 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 0.80. Thus, for example, a consultant obtaining 80 marks out of 100 in its technical evaluation would have a weighted score of 64 out of 80.

#### 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 0.20. Thus, for example, a consultant obtaining 80 marks out of 100 would have a weighted financial score of 16 out of 20.

### 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 (0.80)	Financial Score	Weighted Financial Score (0.20)	Combined Score
A	80	64	100	20	84
B	90	72	90	18	90

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



## Section 5 – Terms of Reference

### Background Information

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

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

However, India accounts for 14 out of 15 diamonds set in Jewellery worldwide and ranks 4th in global gold Jewellery exports. To maintain competitiveness, the latest in 3-Ts (Technology, Techniques and Training) from around the world have to be made available at a single Center, namely Mega Common Facilitation Center (CFC). Further discovering the growth of exports in Gems & Jewellery and Electronics Manufacturing sector, SEEPZ SEZ is constructing 2 New Standard Design Factories inside the zone followed by many other infrastructure development in future.

The core objective of engaging a consulting firm for this assignment is to bring in the necessary domain knowledge, experience and institutional expertise to plan and implement Human Resource Development and the assessment and recruitment of staff as per skill.

Human Resource Development (HRD) is the process of helping people to acquire competencies and skills so as to ensure their usefulness to the organization in terms of both present and future organizational conditions. It also helps the employees to understand their own capabilities better so that they can best utilize them and also fulfill their expectation both professional and personal. HRD is the integrated use of training and development, career development, and organizational development to improve individual and organizational effectiveness.

More details regarding the scope of work, deliverables and key expert requirements can be found in the Terms of Reference uploaded with this RFP.

## Objectives and Scope of Services

Development Commissioner, SEEPZ-SEZ, Mumbai, invites proposal for consultancy for the Human Resource Development plan, assessment and recruitment of staff.

Specific tasks under this assignment shall be as follows:

1. Vision, Mission & Values
  - Study/revisit/redesign the human resource related organizational vision, mission and values and make appropriate recommendations in line with the organization framework of SEEPZ.
2. Organization Structure
  - Support SEEPZ to arrive at Short (1-2 years) and Mid Term (2-5 years) development as well as structure that will support the achievement of the development objective and structure.
  - Study the current workforce deployment across verticals and suggest any redeployment plan that would be required for achievement of the development objective. This would also involve formation of hierarchy for both reporting and communication purposes and distribution of the responsibility / accountability alongside authority definitions.
  - Study the job families and responsibilities job descriptions and creation and / or updation of employee database. Structured templates should be used to arrive at the same.
3. Employee Services Regulations (HR Policy)
  - Create a comprehensive employee specific applicable legislation, industry practices etc. The Manual should include the service regulations, policies, processes, FAQs and an implementation framework.
4. Unique Job Roles / Job Descriptions / Key Result Areas & Key Performance Indicators
  - Identify Unique job Roles & Job Families for the UJRs in line with the vision, business goals and strategies
  - Similar roles must be grouped and the KRA/KPI should be replicated across organization. This should be in line with the Key Focus Areas identified. A grade structure appropriate for the achievement of the business goals should be well articulated.
5. Creation of Performance Management System
  - Develop a scientifically designed Performance Management System consisting of design, governing rules and review system. This should include appropriate Rewards & Recognition based on the performance and incentives plan (consequences management – PLI, Increments, job rotation etc.).
  - The PMS system should be designed in such a way that it is capable of identifying training needs as well.

6. Identification, Definition & Gap Analysis of Knowledge, Skills & Behaviors
  - Develop a framework defining the key knowledge, skills and behaviors with appropriate definitions across proficiency levels, hierarchies, nature of role (individual contributors, Managers and Organizational Leaders) in a format that is easy to implement. The framework should define technical, functional and behavioral aspects of this.
  - Provide recommendations on assessment tools (psychometric, simulation based) which are internally recognized.
  - Conduct a gap analysis of the knowledge, skills and behaviors and suggest training/educative interventions as appropriate at individual, functional and organizational level. It is expected that the recommendations would include various types of educative interventions such as self-learning, classroom learning, experiential learning, and coaching, mentoring and other forms of educations. The framework should also support identification and implementation of educative interventions emanating from PMS implementation.
  
7. Recruitment and Staffing
  - Understanding the work load needs of the company and determining the workforce required to meet the same. Providing sufficient and qualified manpower capable of supporting the functioning of the office in a manner desired by the client.
  - Conducting interviews and short listing candidates whenever applicable.
  - Vetting potential candidates through background checks and employment history and drawing contracts and looking at legal issues.
  - Imparting training in case of gaps and Follow-ups on the performance of the temp workers to see if the requirements are met.
  - The agency will be wholly and exclusively responsible for payment of wages to all existing/new employees in compliance to all statutory obligations under all related legislations as applicable from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, Medical packages, fringe etc.
  
8. Assistance to SEEPZ, SEZ administration to onboard multiple training partners on competitive basis along with establishment of a learning management system for the various skill sets, office procedures, financial management/accounting and related aspects of administration.

The actual training intervention, if any, shall be considered as a sub-product of the above and shall be paid on actual, however, the Consultant should have expertise and experience in delivering the same at a future date, if required.

### Key Deliverables and Payment Milestones

SN	Deliverable	Timeline (weeks)	Payment Milestone (% of contract value)
1	Final As-Is report	T + 4	10%
2	Final Employee Services Regulations (HR Policy)	T + 8	15%
3	Final Report on Organization Structure with Standardization of Job Descriptions of Existing and New Employees	T + 10	15%
4	Final Training Needs Identification Report	T + 14 weeks	15%
5	Final Performance Enhancement Plan including KPIs, Performance Incentives and Assessment Structure	T + 16 weeks	15%
6	Assistance in Recruitment, Staffing and Conducting Regular Capacity Building Programmes as per approved plans (considered completed on acceptance of the monthly progress reports by the competent authority)	T + 104	30% i.e. 7.5%× 4 semi-annual installments.

### Key Experts (Onsite):

SN	Key Expert	Essential Qualification	Expected Input (Yearly)
1	Senior HR Consultant	15 years of relevant experience MBA in HR/OB/Personnel Management and Industrial Relation or any equivalent degree in HR	4 Months
2	HR Consultant	10 years MBA in HR/OB/Personnel Management and Industrial Relation or any equivalent degree in HR	12 Months
3	Junior HR Consultant	5 years MBA in HR/OB/Personnel Management and Industrial Relation or any equivalent degree in HR	12 Months

Please note that the list of key experts is the minimum requirement from the client end. The consultant may hire additional resources based on their own judgment of the scope of work.

### **Support Provided by Authority**

- The client shall provide office space to the consultant's team. Laptops and peripherals are to be provided to its team by the consultant.
- The client shall provide access to relevant documentation, reports, budget documents, etc. to enable consultant's team to prepare a comprehensive vision document.
- 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.
- The client shall make available its conference hall facility which is equipped with Cisco WebEx hardware to carry out online consultations with stakeholders.

## Section 6 – Bidding Forms

<b>SN</b>	<b>Name of the Form</b>	<b>Page No.</b>
1	Letter of Proposal	32
2	Checklist of documents comprising Proposal	34
3	Consultant's Past Experience Details	35
4	Proposed Approach, Methodology and Work Plan	36
5	Team Composition and Task Assignments	37
6	CVs of Proposed Key Experts	38
7	Staffing Schedule	40
8	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 Services for Human Resource Development (HRD) Consultancy for Preparation of HRD Plan; and Assistance in Recruitment, Assessment and Capacity Building of Contractual Employees at SEEPZ.
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 Consultants or as a sub-Consultants, in more than one proposal in this bidding process;
7. We, <enter name>are not debarred by any Authority under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
8. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in GFR 175;
9. We hereby certify that we neither are associated nor have been associated directly or indirectly with the Consultants or any other individual or entity that has prepared the design, specifications and other documents for the subject matter of procurement from the SEEPZ SEZ Authority;
10. We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
11. We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the

subject of legal proceedings for any of the foregoing reasons;

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

Name of the 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	Eligibility Documents		
2	Letter of Proposal		
3	Checklist of documents comprising Proposal		
4	Consultant's Past Experience Details		
5	Proposed Approach, Methodology and Work Plan		
6	Team Composition and Task Assigned		
7	CV's of proposed Key Experts		
8	Staffing Schedule		
9	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 services similar to the ones requested under this assignment. Up to 20 pages]*

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

<b>Professional Staff</b>				
Name of Staff	Firm	Area Expertise	of 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><b>11.</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work Undertaken that Best Illustrates</b></p> <p><i>[Among the assignments in which the staffs have 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.

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]*      Date: \_\_\_\_\_  
*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	
<b>Key Experts</b>																		
1		[Home]																
		[Field]																
2																		
3																		
n																		
													Subtotal					
<b>Non-Key Experts</b>																		
1		[Home]																
		[Field]																
2																		
n																		
													Subtotal					
													Total					

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

<b>1. General Provisions</b>	
<b>1.1 Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>a) “Completion Date” means the date of completion of the Services by the Consultants as certified by the Authority;</li> <li>b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, <b>as named in SCC</b>;</li> <li>c) “Contract Price” means the financial proposal of the successful Consultants duly accepted by the authority;</li> <li>d) “Authority” means the Client, <b>as named in SCC</b>, that signs the Contract for the Services with the Selected Consultants;</li> <li>e) “Consultants” means a legally-established professional consulting firm or entity selected by the Authority to provide the Services under the signed Contract <b>as specified in SCC</b>;</li> <li>f) “Day” means a working day unless indicated otherwise.</li> <li>g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other Experts of the Consultants, assigned by the Consultants to perform the Services or any part thereof under the Contract;</li> <li>h) “GCC” means these General Conditions of Contract;</li> <li>i) “Party” means the Authority or the Consultants, as the case may be, and “Parties” means both of them;</li> <li>j) “Consultant’s Proposal” means the completed Request for Proposals submitted by the Consultants to the Authority;</li> <li>k) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;</li> <li>l) “Services” means the work to be performed by the Consultants pursuant to this Contract, as described in <b>Appendix A–Terms of Reference</b>;</li> <li>m) “Third Party” means any person or entity other than the Government, the Authority, the Consultant or Sub-Consultant.</li> </ul>
<b>1.2 Applicable Law</b>	The Contract shall be interpreted in accordance with the laws of the Union of India.
<b>1.3 Language</b>	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>1.4 Notices</b>	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address <b>specified in the SCC</b> . The term “in writing” means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice’s effective date, whichever is later. In case of electronic mode of communication, a notice shall be



	effective from the time of sending of the electronic communication.
<b>1.5 Period of Contract</b>	The contract for Human Resource Development will be operated by the Consultancy for a period of 2 years
<b>1.6 Location</b>	The Services shall be performed at such locations as are specified in <b>Appendix A</b> hereto
<b>1.7 Authorized Representatives</b>	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Authority or the Consultants may be taken or executed by the officials <b>specified in the SCC</b> .
<b>1.8 Authority of Member in Charge</b>	In case the Consultants is a Joint Venture, the members hereby authorize the member <b>specified in the SCC</b> to act on their behalf in exercising all the Consultant's rights and obligations towards the Authority under this Contract, including without limitation the receiving of instructions and payments from the Authority.
<b>1.9 Taxes and Duties</b>	The Consultants and their Experts shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
<b>1.10 Code of Integrity</b>	<p>a) The Authority, the Consultants and their representatives shall strictly adhere to the code of integrity as stipulated under GFR 175.</p> <p>b) The Authority requires the Consultants 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>
<b>2. Commencement, Completion, Modification, and Termination of Contract</b>	
<b>2.1 Effectiveness of Contract</b>	This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be <b>stated in the SCC</b> .
<b>2.2 Commencement of Services</b>	
<b>2.2.1 Program</b>	Before commencement of the Services, the Consultants shall submit to the Authority for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

<b>2.2.2 Starting Date</b>	The Consultants shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be <b>specified in the SCC</b> .
<b>2.3 Intended Completion Date</b>	Unless terminated earlier pursuant to Sub-Clause 2.6, the Consultants shall complete the activities by the Intended Completion Date, as is <b>specified in the SCC</b> . If the Consultants does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
<b>2.4 Modification</b>	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
<b>2.5 Force Majeure</b>	
<b>2.5.1 Definition</b>	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
<b>2.5.2 Breach of Contract</b>	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract 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.
<b>2.5.3 Extension of Time</b>	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.
<b>2.6 Termination</b>	
<b>2.6.1 By the Authority</b>	The Authority may terminate this Contract, by not less than thirty (30) days’ written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:  a. if the Consultants 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 Authority may have subsequently approved in writing;

<p><b>2.6.2 By the Consultants</b></p>	<p>b. if the Consultants become insolvent or bankrupt;</p> <p>c. if, as the result of Force Majeure, the Consultants is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or</p> <p>d. If the Consultants, in the judgment of the Authority has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.</p> <p>The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Authority, 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> <p>a. if the Authority fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or</p> <p>b. if, as the result of Force Majeure, the Consultants is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>
<p><b>3. Obligations of the Consultants</b></p>	
<p><b>3.1 General</b></p>	<p>The Consultants 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 Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-Consultants or third parties.</p>
<p><b>3.2 Conflict of Interests</b></p>	<p>3.2.1 The Consultants shall hold the Authority's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>3.2.2 The Consultants agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants 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 <b>indicated in the SCC</b>.</p> <p>3.2.3 The payment of the Consultants pursuant to GCC shall constitute the Consultant's only payment in connection with this Contract and the Consultants 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</p>

	<p>discharge of its obligations hereunder, and the Consultants 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 Consultants, as part of the Services, has the responsibility of advising the Authority on the procurement of goods, works or services, the Consultants shall comply with the applicable rules and guidelines of the Government of India, and shall at all times exercise such responsibility in the best interest of the Authority. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Authority.</p> <p>3.2.5 The Consultants 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 Consultants 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 Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultants or the termination of its Contract.</p>
<p><b>3.3 Confidentiality</b></p>	<p>Except with the prior written consent of the Authority, the Consultants 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 Consultants and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p> <p>In the event that the Firm or its representatives are requested pursuant to, or required by, applicable law or regulation or by legal or administrative process to disclose any Confidential Information, or where the Firm wishes to disclose to its professional indemnity insurers or to its advisers, the Firm agrees that it will, as far as is legally and practically possible, provide the Authority with prompt notice of such request or requirement in order to enable the Authority to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Firm or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed.</p>
<p><b>3.4 Insurance to be Taken Out by the Consultants</b></p>	<p>The Consultants (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 Authority, insurance</p>

	against the risks, and for the coverage, as shall be <b>specified in the SCC</b> ; and (b) at the Authority’s request, shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultants shall ensure that such insurance is in place prior to commencing the Services.
<b>3.5 Consultant’s Actions Requiring Client’s Prior Approval</b>	The Consultant shall obtain the Client’s prior approval in writing before taking any of the following actions: <ul style="list-style-type: none"> <li>a. entering into a subcontract for the performance of any part of the Services,</li> <li>b. changing the Program of activities; and</li> <li>c. any other action that may be <b>specified in the SCC</b>.</li> </ul>
<b>3.6 Reporting Obligations</b>	The Consultant shall submit to the Client the reports and documents specified in <b>Appendix A</b> , in the form, in the numbers and within the time periods set forth in the said Appendix.
<b>3.7 Documents Prepared by the Consultant to Be the Property of the Client</b>	<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 <b>specified in the SCC</b>.</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>
<b>4. Consultant’s Experts</b>	
<b>4.1 Description of Key Experts</b>	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.
<b>4.2 Removal and/or Replacement of Experts</b>	<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)</p>

	<p>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>
<p><b>5.Obligations of the Authority</b></p>	
<p><b>5.1 Assistance and Exemptions</b></p>	<p>The Authority warrants that the Consultants shall have, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Authority shall use its best efforts to provide the Consultants such assistance and exemptions as <b>specified in the SCC</b>.</p>
<p><b>5.2 Services, Facilities and Property of the Authority</b></p>	<p>The Authority shall make available to the Consultants and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (<b>Appendix A</b>) at the times and in the manner specified in said Appendix A.</p>
<p><b>5.3 Counterpart Personnel</b></p>	<p>5.3.1 The Authority shall make available to the Consultants free of charge such professional and support counterpart personnel, to be nominated by the Authority with the Consultant's advice, if specified in <b>Appendix A</b>.</p> <p>5.3.2 Professional and support counterpart personnel, excluding Authority's liaison personnel, shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants that is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Authority shall not unreasonably refuse to act upon such request.</p>
<p><b>5.4 Payment</b></p>	<p>In consideration of the Services performed by the Consultants under this Contract, the Consultants shall make such payments</p>

<b>Obligation</b>	to the Authority for the deliverables specified in <b>Appendix A</b> and in such manner as is provided by GCC 6 below.
<b>5.5 Change in the Applicable Law</b>	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the rental payable to the Authority under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clause 6.1.
<b>6. Payments</b>	
<b>6.1 Contract Price</b>	<p>The Consultant's Contract Price shall be a fixed lump-sum net of all costs incurred by the Consultants in carrying out the Services described in Appendix A. The Contract Price is <b>set forth in the SCC</b>. The Contract price breakdown is provided in Appendix B.</p> <p>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 6.2.1 and have amended in writing the Terms of Reference in <b>Appendix A</b>.</p>
<b>6.2 Taxes and Duties</b>	<p>The Consultants, Sub-Consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.</p> <p>As an exception to the above and <b>as stated in the SCC</b>, the GST is reimbursed to the Consultants.</p>
<b>6.3 Mode of Billing and Payment</b>	<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 <b>Appendix A</b>. The payments will be made according to the payment schedule <b>stated in the SCC</b>.</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</p>

	<p>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 <b>specified in the SCC</b>.</p>
<b>6.4 Interest on Delayed Payments</b>	<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 <b>stated in the SCC</b>.</p>
<b>7. Settlement of Disputes</b>	
<b>7.1 Amicable Settlement</b>	<p>The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p>
<b>7.2 Dispute Settlement</b>	<p>Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions <b>specified in the SCC</b>.</p>
<b>8. Good Faith</b>	
	<p>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.</p>
<b>9. Limitation of Liability</b>	
	<p>The total aggregate liability of the Consultants, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to 110% of the contract value.</p>
<b>10. Indemnity</b>	
	<p>The Consultants shall at all times indemnify and keep indemnified the Authority against all claims/damages for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract. The Consultants shall indemnify the Authority in full for any failure in performance on account of its default or non-fulfillment of its obligations and the same is performed by the authority or any other Consultants engaged by the authority. In such case all the costs and expenses incurred by the authority are recoverable from the Consultants. The Authority shall also indemnify the Consultants for losses/damages suffered due to any fraud, misrepresentation or omission of facts by the Authority or any of its personnel.</p>



## 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 <i>Request for Proposals for Selection of a Human Resource Development (HRD) Consultant for Preparation of HRD Plan; and Assistance in Recruitment, Assessment and Capacity Building of Contractual Employees at SEEPZ</i>
1.1(d)	The Authority is <i>SEEPZ SEZ Authority, Andheri, Mumbai</i>
1.1(e)	The Consultants is _____
1.4	<p><b>The addresses are:</b></p> <p>Authority :SEEPZ SEZ Authority, SEEPZ-SEZ, MIDC Central Road, Andheri East, Mumbai - 400096</p> <p>Attention: Development Commissioner, SEEPZ SEZ Authority E-mail: <a href="mailto:dcseepz-mah@.nic.in">dcseepz-mah@.nic.in</a></p> <p>Consultants :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail:</p>
1.6	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Authority:</b> <i>Shri. Shyam Jagannathan, Development Commissioner</i></p> <p><b>For the Consultants:</b> <i>[name, title]</i>_____</p>
1.7	<b>The authorized member in charge is</b> _____
2.1	No change to the GCC clause
2.2.2	The Starting Date for the commencement of Services is seven (7) days after contract signing.

<b>2.3</b>	The Intended Completion Date is January 2025
<b>3.2.2</b>	The Authority reserves the right to determine on a case-by-case basis whether the service should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 3.2.2
<b>3.4</b>	The risks and coverage by insurance shall be: <ul style="list-style-type: none"> <li>i. Third Party liability – as stipulated by relevant government law.</li> <li>ii. Authority’s liability and workers’ compensation – as stipulated in the employees’ compensation act.</li> <li>iii. Professional liability – at least 110% of the Contract Price.</li> </ul>
<b>3.5 c.</b>	The Consultants shall follow the protocol stipulated in the Terms of Reference regarding entering-exiting Authority’s premises and for weighting and carrying the investment powder waste.
<b>5.1</b>	The Authority shall provide necessary assistance in providing gate-passes for smooth entry of the Consultant’s vehicles and employees.
<b>6.1</b>	The Contract Price is:_____
<b>6.2</b>	The payment schedule shall be as stipulated under Appendix A – Terms of Reference.
<b>6.3</b>	Authority’s account details for payments under the Contract are:  Account Name: SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY Bank Name: CENTRAL BANK OF INDIA Branch Name: SEEPZ BRANCH,MUMBAI IFSC Code: CBIN0281490
<b>6.</b>	The interest rate shall be 6% per annum.
<b>7.2</b>	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.

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

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

**APPENDIX B- BREAKDOWN OF PRICE**

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

## **Section 9 – Contract Forms**

### **1. Letter of Acceptance**

*{On Authority’s Letter head}*

Date:

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

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 Consultants]* for the execution of services titled “*Request for Proposals for Selection of a Human Resource Development (HRD) Consultant for Preparation of HRD Plan; and Assistance in Recruitment, Assessment and Capacity Building of Contractual Employees at SEEPZ*” against RFP Ref. No. *[Insert Proposal Ref. No.]* Is hereby accepted by the Authority 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 Authority: .....

## 2. Form of Contract

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

### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) Appendices:
    - Appendix A: Terms of Reference
    - Appendix B: Breakdown of contract priceIn the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.
3. The mutual rights and obligations of the Authority and the Consultants shall be as set forth in the Contract, in particular:
  - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Authority shall make payments to the Consultants in accordance with the provisions of the Contract.

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

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

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

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

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