



SEEPZ SEZ AUTHORITY

QUALITY & COST BASED SELECTION (QCBS)

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

**Request for Proposals
for**

**“Selection of design consultant for setting up Mega Common Facilitation Center (CFC) at
SEEPZ, Andheri, Mumbai”**

Tender Ref. No.: [117012/2022/E-OPT/DESIGNCONSL](#)

Date of Issue: [12.05.2022](#)

ISSUING AUTHORITY:

Development Commissioner, SEEPZ- SEZ, Mumbai

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

E-Mail: dcseepz-mah@nic.in

Helpline No.: 022-28290856

Landline: 022-28294728/29

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

1 KEY INFORMATION AT A GLANCE

SN	Item	Description
1	Tender Ref. No.	117012/2022/E-OPT/DESIGNCONSL
2	Tender Title	Selection of design consultant for setting up Mega Common Facilitation Center (CFC) at SEEPZ, Andheri, Mumbai
3	Cost of Request for Proposals	Request for Proposals can be downloaded free of cost from the following websites: https://eprocure.gov.in/eprocure/apphttp://seepz.gov.in/tender.aspx
4	Date of Tender Publishing	14.05.2022
5	Date and time till which physical visits prospective Consultants to SEEPZ SEZ premises are permissible	18.05.2022 till 1700 Hrs.
6	Date and time of Pre-Proposal Meeting	19.05.2022 at 11.30 A.M.
7	Tentative date for publishing Responses to Pre-Proposal Queries if any	20.05.2022
8	Last date and time for Submission of Proposals (Technical + Financial Proposals)	03.06.2022 till 1600 Hrs.
9	Date and time of opening of Technical Proposals	06.06.2022 at 1630 Hrs.
10	Tentative date of concept presentation	07.06.2022 & 08.06.2022
11	Tentative date for opening of financial Proposals	10.06.2022
12	Expected date of Award of Contract	13.06.2022
13	Help Desk No. (For E -Procurement)	Email: - dcseepz-mah@nic.in Landline:- 022 – 28294728/29 Cell No.:- 8286587409 (Vikram Satre) eProcurement Helpdesk No (New Delhi) 0120-4200462, 0120-4001002, 0120-4001005
14	Link for accessing training schedule regarding use of e-procurement portal by consultants may be found at	https://eprocure.gov.in/cppp/trainingdisp

SN	Item	Description	
15	Authority to be contacted in case of any clarification / request for entry permission for physical visit	Name:- Designation:- Email:- Landline:-	Shri. Anurag Agarwal Deputy Development Commissioner dcseepz-mah@nic.in 022 – 28294728/29

2 DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Consultants, by Development Commissioner, SEEPZ SEZ, Mumbai referred to as Employer, or any of their employees or advisors or stakeholders, is provided to the Consultant(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the shortlisted Consultant(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Consultant may require.

This RFP document may not be appropriate for all persons, and it is not possible for SEEPZ, their employees or advisors or stakeholders to consider the business/investment objectives, financial situation and particular needs of each Consultant who reads or uses this RFP document. Each Consultant should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

SEEPZ, its employees, other stakeholders or/and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the RFP document.

SEEPZ may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

The issue of this RFP does not imply that SEEPZ is bound to appoint a consultant, as the case may be, for the Consultancy and SEEPZ reserves the right to reject all or any of the Applications without assigning any reasons whatsoever.

The Consultant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SEEPZ, or any other costs incurred in connection with or relating to its Application.

All such costs and expenses will remain with the Consultant and SEEPZ shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Evaluation Process

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3 NOTICE INVITING TENDER

FOR

**Selection of design consultant for setting up Mega Common Facilitation Center (CFC)
at SEEPZ, Andheri, Mumbai**

Tender Ref: [117012/2022/E-OPT/DESIGNCONSL](#)

Development Commissioner, SEEPZ SEZ, Mumbai invites technical and financial proposals from shortlisted consultancy firms for design services for supporting in building construction & setting up of Mega CFC in SEEPZ, Andheri, Mumbai.

The document can be downloaded from Online portal - <https://eprocure.gov.in/eprocure/app> Response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties.

Issuer

Development Commissioner
SEEPZ SEZ Authority
Mumbai
dcseepz-mah@nic.in

4 SECTION 1 – LETTER OF INVITATION

Proposal Ref No:


Date:

Tender Title: RFP for Selection of Design Consultant for setting up Mega Common Facilitation Center (CFC)

To,

1. Faquih and Associates India
2. Spectrum Techno Consultants Pvt. Ltd.
3. Vijay Punjabi Consultants Pvt. Ltd.
- 4.

1. The SEEPZ- SEZ authority invites online proposals from those Consultants as shortlisted from the Request for Expression of Interest carried out earlier for selection of Design Consultant For setting up Mega Common Facilitation Center (CFC) at SEEPZ, Andheri, Mumbai.
2. More details pertaining to the scope of work may be seen under the Terms of Reference (Section 5).
3. The process of Quality & Cost Based Selection (QCBS) shall be followed for selection of suitable Consultant. The Bidding process shall be conducted in an online mode on the Central Public Procurement Portal (CPPP) which is publicly accessible using the following web address:
<https://eprocure.gov.in/eprocure/app>. Consultants can download the Request for Proposals free of cost from this portal.
4. Interested Consultants must register on the e-procurement portal and upload their technical and financial proposals separately within the stipulated time and date
i.e., **03.06.2022 till 1600 Hrs.**
5. Detailed instructions regarding online submission of proposals may be seen under Annexure I. In case of any issues or queries related to the e-procurement portal, kindly send an email request to dcseepz-mah@nic.in or contact on 022-28294790 / 8286587409 (Vikram Satre)
6. The Consultant is solely responsible for timely uploading of Proposals on the e-procurement portal. SEEPZ SEZ Authority shall not be liable for resolving any queries / issues raised on the day of Proposal submission.
7. Technical Proposals shall be opened online at **1630 Hrs. on 06.06.2022**. Consultants can see the tender opening status by logging on to the e-procurement portal using their registered IDs.
8. Financial Proposals of only technically qualified Consultants shall be opened at a date which shall be pre-disclosed on the e-procurement portal.
9. SEEPZ SEZ Authority reserves the right to accept or reject any of all the Proposals at any time during the Bidding process.


Development Commissioner
SEEPZ SEZ Authority

5 SECTION 2 – INSTRUCTIONS TO CONSULTANTS (ITC)

A. General

1. Introduction

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

2. Language of Proposals

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

3. Code of Integrity

- a) The Client and all officers or employees of the Client, whether involved in the procurement process or otherwise, or Consultants and their representatives or employees participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity in accordance with the code of integrity prescribed under GFR 175.
- b) In case of breach of the code of integrity by a consultant or a prospective Consultant, the SEEPZ Authority, after giving a reasonable opportunity of being heard, may take appropriate measures including –
 - i. exclusion of the Consultant from the procurement process;
 - ii. calling off of pre-contract negotiations and forfeiture or encashment of Proposal security;
 - iii. forfeiture or encashment of any other security or bond relating to procurement;
 - iv. recovery of payments made by the Client along with interest thereon at bank

- rate;
- v. cancellation of the relevant contract and recovery of compensation for loss incurred by the Client;
- vi. debarment of the Consultant from participation in any future procurements of any Client for a period of up to three years.

4. Eligibility

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

5. Online Proposal Submission Process

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

B. Request for Proposals

6. Contents of Request for Proposals

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

specifications in the Request for Proposals and to furnish with its Proposal all information or documentation as is required by the Request for Proposals.

7. Clarification of Request for Proposals

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

8. Pre-Proposal Meeting

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

9. Amendments to Request for Proposals

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

C. Preparation of Proposals

10. Documents Comprising Proposal

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

11. Financial Proposal

The consultant shall use the financial proposal template uploaded along with this RFP for preparation of their financial proposal. The consultant shall enter the remuneration and reimbursable rates for the entire proposed team including non-key experts. The Consultant shall quote the price in INR only.

12. Period of Validity of Proposals

- a) Proposals shall remain valid for a period of 90 days from the deadline of submission of Proposals unless otherwise specified in the **Data Sheet**.
- b) In exceptional circumstances, prior to the expiration of the Proposal validity period, the Client may request Consultants to extend the period of validity of their Proposals. The request and the responses shall be made in writing. A Consultant may refuse the request without any penal repercussions. A Consultant granting the request shall not be required or permitted to modify its Proposal.

13. Format and Signing of Proposals

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

D. Submission and Opening of Proposals

14. Submission of Proposals

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

15. Deadline for Submission of Proposals

- a) Proposals must be received by the Client online on the e-procurement portal and at the address specified in the **Data Sheet** no later than the date and time specified in the **Data Sheet**.
- b) The date of submission and opening of Proposals shall not be extended except when:
 - sufficient number of Proposals have not been received within the given time and the Client is of the opinion that further Proposals are likely to be submitted if time is extended; or
 - the Request for Proposals are required to be substantially modified as a result of discussions in pre-Proposal meeting or otherwise and the time for preparations of Proposals by the prospective Consultants appears to be insufficient for which such extension is required.
- c) In cases where the time and date of submission of Proposals is extended, an amendment to the Request for Proposals shall be issued in accordance with ITC 9.

16. Late Proposals

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

17. Opening of Proposals

- a) The pre-qualification (eligibility) documents and the technical proposals shall be opened online on the date and time stipulated in the **Data Sheet**.
- b) 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

18. Confidentiality

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

19. Preliminary Examination of Proposals

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

20. Immaterial Non-conformities

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

21. Determination of Responsiveness

- a) The Proposal Evaluation Committee constituted by the Client shall determine the responsiveness of a Proposal to the Request for Proposals based on the contents of the Proposal submitted by the Consultant;
- b) A Proposal shall be deemed to be substantially responsive if it meets the requirements of the Request for Proposals without any material deviation, reservation, or omission where:
 - i. "deviation" is a departure from the requirements specified in the Request for Proposals;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Request for Proposals; and
 - iii. "omission" is the failure to submit part or all of the information or documentation required in the Request for Proposals.
- c) A "material deviation, reservation, or omission" is one that, if accepted, shall:
 - i. Effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Request for Proposals; or
 - ii. Limit in any substantial way, inconsistent with the Request for Proposals, the rights of the Client or the obligation of the Consultant under the proposed contract; or
 - iii. If rectified shall unfairly affect the competitive position of other Consultants presenting responsive Proposals;

- d) The Proposal Evaluation Committee shall examine the technical aspects of the Proposal in particular to confirm that all requirements of Request for Proposals have been met without any material deviation, reservation or omission;
- e) The Proposal Evaluation Committee shall regard a Proposal as responsive if it conforms to all requirements set out in the Request for Proposals, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Request for Proposals, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the Proposal;
- f) Proposals that are not responsive or contain any material deviation shall be rejected. Proposals declared as non-responsive shall be excluded from any further evaluation.

22. Non-conformities, Errors and Omissions

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

23. Evaluation of Proposals

- a) Technical evaluation of proposals shall be carried out based on the criteria stipulated under 'Section 4 – Evaluation Criteria'. The evaluation committee shall not adopt any other criteria other than the ones already stipulated in the Request for Proposals.
- b) The Client's evaluation of a proposal may require the consideration of other factors, in addition to the Consultant's financial offer. These factors may be related to the characteristics, performance, and terms and conditions of Consultancy Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Proposals, shall be specified in 'Section 4 - Evaluation Criteria'.
- c) Consultants shall be asked to deliver presentation on their technical proposals as per the details provided in the **Data Sheet**. This presentation shall only cover contents of the technical proposals submitted by the Consultant. The objective of the presentation round is to summarize the contents of consultant's technical

proposal for better understanding of the evaluation committee and to showcase the proposed concept designs.

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

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

F. Award of Contract

25. Award Criteria

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

26. Notification of Award

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

27. Other Statutory Requirements

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

28. Signing of Contract

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

6 SECTION 3 – DATA SHEET

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

ITC Para Reference	Particulars
ITC 1b)	The Client is: SEEPZ SEZ Authority, Andheri (E), Mumbai 400096 The Method of Selection of Consultant is: Quality & Cost Based Selection (QCBS)
ITC 1 d)	The intended completion date is 13.06.2022
ITC 4 b)	In order to be considered for technical evaluation, the Consultant must satisfy the eligibility requirements stipulated under Section 4.
ITC 6 b)	The official website of SEEPZ SEZ Authority is: http://seepz.gov.in The e-procurement portal is: https://eprocure.gov.in/epublish/app
ITC 7 a)	The Client's address for seeking clarifications is: Office of the Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai – 400096 The email address is: dcseepz-mah@nic.in Queries may also be raised by using the 'seek clarifications' option available on the e-procurement portal.
ITC 7 b)	The Consultants may submit their requests for clarification no later than 10 days prior to deadline for submission of Proposals.
ITC 8 a)	The pre-Proposal meeting shall be held electronically at Hrs on 19.05.2022 at 11.30 hrs. The web-link to attend the pre-Proposal meeting is as follows: https://seepz.webex.com/seepz/j.php?MTID=ma179b6fc3c011eb2ddc6cab67bf98c50 Thursday, May 19, 2022 11:30 am 1 hour 30 minutes (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi Meeting number: 2511 383 3217 Password: Design@ 19 (33744611) from video systems)

ITC 12 a)	No change. Proposals shall remain valid for a period of 90 days from the deadline of submission of Proposals.
ITC 17 a)	<p>The web-address of e-procurement portal is: https://eprocure.gov.in/epublish/app</p> <p>The address for submission of hard copies of technical proposal is: Office of the Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai – 400096</p> <p>The deadline for submission of Proposals is 03.06.2022 till 1600 Hrs.</p>
ITC 17 a)	The technical Proposals shall be opened online on 06.06.2022 at 1630 Hrs.
ITC 23 d)	The presentations shall be held online using Cisco WebEx within a week after opening of the technical proposals. The specific dates, time and meeting links shall be notified by the client on its website i.e. http://seepz.gov.in
ITC 28 a)	The expected date of award of contract is 13.06.2022

ANNEXURE I - INSTRUCTIONS FOR ONLINE PROPOSAL SUBMISSION

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

REGISTRATION

1. Consultants are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online Consultant Enrolment" 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 DSCs to others which may lead to misuse.
6. Consultant then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF PROPOSALS

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

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

SUBMISSION OF PROPOSALS

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

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

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

ASSISTANCE TO CONSULTANTS

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

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

7 SECTION 4 – EVALUATION AND QUALIFICATION CRITERION (EQC)

This Section contains all the criteria that the SEEPZ SEZ Authority shall use to evaluate Proposals and qualify the Consultants in accordance with ITC Clause 36. No other factors, methods or criteria shall be used for the purpose of evaluation.

Technical Evaluation Process

Preliminary Examination of Proposals and Determination of Responsiveness

The evaluation committee shall carry out the preliminary examination of Proposals and shall determine the responsiveness of Proposals based as per the procedure stipulated under ITC Clauses 29, 30, 31 and 32.

Evaluation Criteria

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

SL	CRITERION	WEIGHTAGE	SCORING LOGIC
1	Qualification and relevant experience of key staff <i>*The consultant shall submit the CVs of its inhouse professional staff that best describes the staff's ability, skill and knowledge, project and professional experience, association with the firm and all relevant details to be considered for marking. The consultant shall submit a copy of the payroll or contract of association which establishes the staff strength and availability as required by Table 1-Requirement of key Experts below.</i>	30%	Max Marks –30 Marks The professional strength of the Consultant shall be in accordance with the Table 1 below.
2	Portfolio of similar works carried out by the consultant	30%	Max Marks –30 Marks Up to 10 marks for each project experience based on the scope, scale and similarity of past experience. Satisfactory documentation in the form of project award/completion/TDS Certificates/other

SL	CRITERION	WEIGHTAGE	SCORING LOGIC
			suitable and acceptable documentation must be provided to establish the portfolio of similar works carried out by the Consultant.
3	Approach Methodology (AM) & Concept Presentation to be made physically Approach Methodology & Concept presentation should be made along-with the bid submission and physically presented at a later date.	40%	<p>Max Marks- 40</p> <p><u>Physical presentation, preferably with 2 concept design options based on the approximate area statement given in Section 5 Terms of Reference.</u></p> <p>The presentation shall be evaluated on the following points:</p> <ol style="list-style-type: none"> 1. Overall project understanding and approach to delivery including proposed organization chart keeping in mind project handover date as April 30,2023-5 marks 2. Preferably two concept design options with floor plans, elevations, perspectives and 3-5 minutes' walkthroughs -10 Marks 3. Design approach for Architectural, Structural and MEP & F services-7 Marks 4. Statutory approval process understanding and approach-5Marks 5. Machinery Installation process and list of necessary requirements which need to be available so that they can alongwith be incorporated in the design alongwith timelines for their availability-5marks 6 Anticipated Risks and their mitigation plan-5 Marks 7. Ballpark cost estimate-3 Marks

*Similar project meaning experience of working in Gems and Jewellery Sector/ Industrial building with minimum built up area of 50,000 Sq.ft. and project value of at least INR 10 crores inclusive of all services including but not limited to architectural, civil & Structural, MEPF, landscaping, statutory liaising, and necessary authority approvals etc.

Table 1 : Requirement of Key Experts-CV's to be submitted along with bid

SL	KEY EXPERT	NOS	ESSENTIAL QUALIFICATIONS	MARKING CRITERIAN
1	Lead Architect cum Project Manager	01	<p>Minimum Qualification for Lead Architect proposed for the project:</p> <ol style="list-style-type: none"> 1. B.Arch./M. Arch from a recognised university. 2. Registered with the Council of Architecture will be an added bonus for evaluation. 3. Should have Liasoning Experience. <p>Minimum professional experience of 10 years capability of leading similar projects individually</p>	<p>Max Marks- 6</p> <p><u>Education</u> 1. M Arch: 2 marks 2. B. Arch: 1 mark</p> <p><u>Work Experience</u> Up to 4 marks for work experience on similar projects as described earlier (1 mark for each project)</p>
2	Lead Structural Engineer	01	<p>Minimum qualification for Lead Engineer proposed for the project:</p> <ol style="list-style-type: none"> 1. B. Tech in relevant field from a recognised university. 2. Minimum professional experience of 12 years. <p>Registered with Institution of engineer(India) and local authorities to issue structural stability certificate</p>	<p>Max Marks- 4</p> <p><u>Education</u> 1. B. Tech: 1 mark</p> <p><u>Work Experience</u> Up to 3 marks for work experience on similar projects as described earlier (1 mark for each project)</p>
3	Lead HVAC Engineer	01	<p>Minimum qualification for Lead Engineer proposed for the project:</p> <ol style="list-style-type: none"> 1. B. Tech in relevant field from a recognised university <p>Minimum professional experience of 10 years</p>	<p>Max Marks- 4</p> <p><u>Education</u> 1. BTech: 1 Mark</p> <p><u>Work Experience</u> Up to 3 marks for work experience based on similar projects as described earlier (1 mark for each project)</p>
4	Lead Electrical Engineer	01	<p>Minimum qualification for Lead Engineer proposed for the project:</p> <ol style="list-style-type: none"> 1. B. Tech in relevant field from a recognised university <p>Minimum professional</p>	<p>Max Marks- 4</p> <p><u>Education</u> 1. B. Tech: 1 mark</p> <p><u>Work Experience</u> Up to 3 marks for work</p>

SL	KEY EXPERT	NOS	ESSENTIAL QUALIFICATIONS	MARKING CRITERIAN
			experience of 10 years	experience based on similar projects as described earlier (1 mark for each project)
5	Lead Plumbing & Fire Protection Engineer	01	Minimum qualification for Lead Engineer proposed for the project: 1. B. Tech in relevant field from a recognised university Minimum professional experience of 10 years	Max Marks- 4 <u>Education</u> 1. B. Tech: 1 mark <u>Work Experience</u> Up to 3 marks for work experience based on similar projects as described earlier (1 mark for each project)
6	Lead Planning & Cost Control Engineer	01	Minimum qualification for Lead Planning and Cost Engineer proposed for the project 1. Degree in Civil Engineering or equivalent. 2. Minimum work experience of 10 Years in costing and quantity estimation.	Max Marks- 4 <u>Education</u> 1. B. Tech: 1 mark <u>Work Experience</u> Up to 3 marks for work experience Based on similar projects as described earlier (1 mark for each project)
7	Lead BIM engineer	01	Minimum qualification for Lead BIM Modeller proposed for the project 1. Degree in Engineering. 2. Minimum work experience of 5 Years in BIM.	Max Marks-4 <u>Education</u> 1. B. Tech: 1 mark <u>Work Experience</u> Up to 3 marks for work experience based on similar projects as described earlier (1 mark for each project)

DEDICATED TEAM COMPOSITION FOR MEGA CFC PROJECT:

1. The Architectural team shall comprise of a minimum of 6 members and supporting staff.
2. The Structural team shall comprise of a minimum of 3 members and supporting staff.
3. The MEP&F team shall comprise of a minimum of 10 members and supporting staff.
4. The project planning and cost control team shall comprise of a minimum of 3 members.
5. The BIM staff shall be an integral part of the Architectural/Structural/MEPF teams, and

they shall be

6. well versed with necessary BIM and CADD expertise to ensure clash free Good For Construction drawings and other deliverables are submitted to the client and site so as to ensure efficient project delivery.
7. The consultant to submit an organization chart of the proposed staff for this project.

The Employer 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.

Combined Evaluation Process (QCBS)

Minimum qualifying Technical Score

Only those consultants who obtain at least 75 marks out of 100 in the technical evaluation process(Technical bid + Design Concept Presentation) shall be eligible for financial bid opening.

Weights for quality and Cost.

For the purpose of combined evaluation, the following weights shall be considered:

Technical Score: 70%; Financial Score: 30%.

Calculation of weighted technical score

For the purpose of combined evaluation, the following weights shall be considered:

Technical Score: 70%; Financial Score: 30%.

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 consultants shall be given proportionate scores. An illustrative example is provided below:

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

Consultant B	Rs. 40,00,000	100
Consultant C	Rs. 60,00,000	$= \frac{40,00,000}{60,00,000} \times 100 = 66.67$

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

Combined evaluation and recommendation for award of contract

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

Consultant	Technical Score	Weighted Technical Score (0.70)	Financial Score	Weighted Financial Score (0.30)	Combined Score	Ranking
A	80	56	100	30	86	H2
B	90	63	90	27	90	H1

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

8 SECTION 5 – TERMS OF REFERENCE

BACKGROUND

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

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

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

OBJECTIVES AND SCOPE OF WORK

The proposed construction of the Mega CFC project with an approximate land area of 1 acre would be to set up on a cluster model to offer common facilities to Gem and Jewellery Industries. The main objective would be to provide quality services to the customers by satisfying their requirement and impart technical training to Gem and Jewellery sector. The approximate area statement of the building for the consultant to prepare concept presentations is given below. **The consultant shall consider a basement to meet parking/any other requirements of the project, if appropriate and feasible.**

Components	Area (in sq. ft.)
Plinth Area	40m x 36 m
Facility based space allocation	
Parking, Canteen, Reception (Ground Floor)	12,000
Machinery Service Centre (1 st and 2 nd Floor)	24,000
Cutting Edge Technology Centre, Admin. Block and Industry Best Practices & Data Centre (3 rd Floor)	12,000
Business Facilitation Centre - 4 th Floor	12,000
Training & Skilling Centre to be run by GJSCI – 5 th Floor	12,000
Total Built-up Area	72,000 Sq. ft.
Number of Floors	Ground + 5

The above details are indicative and subject to change, if required by the client.

DISCIPLINE WISE BROAD SCOPE OF SERVICES

1. The services rendered by the design consultant for Architectural, Structural, MEPF, landscape, external infrastructure etc. services shall broadly include but not be limited to the following:-

1.1 General

- 1) The Design Consultant shall prepare a standard format for each discipline as follows:
 - a. List of drawings and legend.
 - b. Key plan.
 - c. Graphic scale and north point.
 - d. Architectural background.
 - e. Discipline and drawing title.
 - f. Drawing numbering system
 - g. Raising and replies to RFI's
 - h. BIM execution plan for all disciplines
- 2) Preparation of Design drawings and calculations alongwith the Design Basis Report (DBR), BOQ, cost estimates, project delivery schedule, masterplan showing location of buildings, utilities and other infrastructure ,including but not limited to:
 - a. All building plans showing structural system, circulation cores etc.
 - b. Key dimensions, bay sizes, overall dimensions
 - c. Building Sections & Elevations showing building services and proposed finishes
 - d. Typical elevational guidelines showing Fixed Elements with all details
 - e. General notes indicating material extents and any special conditions
 - f. Finishes Plan with all specifications for flooring, walls and ceilings
 - g. Preparing & producing final BOQ's and drawings/details for tender/pricing to Client Area Summary
 - h. External: -
 - Roads, Pavements etc.
 - Storm Water Drains
 - Drainage Lines
 - Sewage Treatment System /Effluent Treatment System
 - Water Lines -Domestic, Treated water ,Process and Fire
 - Fencing /Compound Wall
 - Landscaping
 - Gas & other utility Lines
 - Electrical Distribution System
 - Ventilation -HVAC ,Compressed Air Lines
 - Solar

- 3) Preparation of 3D perspective views of conceptual plans (minimum 3 options) with minimum 5 minutes of walkthrough in HD format for all 3 options, to the approval of all stakeholders including but not limited to SEEPZ authorities, GJEPC, Ministry of Commerce & Industry, Project Management Consultant etc.
- 4) Physical model to appropriate scale of the final approved design option.
- 5) Design co-ordination for the entire project.
- 6) The design consultant would be required to suggest the type of construction, preparation of estimate and tender documents, progress of work, supervision of works, quality assessment etc. Preparation and submission of preliminary and detailed Cost Estimates, Bill of Quantities and Tender documents conforming to CPWD norms. Reference shall be furnished in case of Market Rate for non-schedule items with detailed specifications etc. as per CPWD norms, for all scope as defined. Detailed structural designs shall be as per the latest revisions of relevant IS code provisions and other applicable standards including the local statutory authorities' requirements.
- 7) Preparation of design and drawings using BIM LOD 300/350 (as applicable for capturing relevant details) during different stages of design, as per BIM standards and BEP (BIM Execution Plan) for tendering & GFC drawings extraction, approval of shop drawings from contractor & coordinating with client.
- 8) Preparation of all drawings and documents, required for submission to Statutory/Competent Authorities as applicable to the project
- 9) All necessary drawings, required for submission to Statutory / Competent Authorities shall be prepared by the design consultant in accordance with the prevailing local rules and regulations. Complete Liaisoning and coordination including all related costs (except the Authority fees- paid by Employer) will be part of design consultant scope.
- 10) In the event of enactment of any laws, rules, regulations and notifications applicable to the Development, the scope of services shall be deemed to include the same by providing technical support for obtaining approval from the Competent Authority.
- 11) For any kind of approval from statutory authorities and stakeholders, the design consultant shall appear before the concerned department / concerned officers relating to the above scope of services and make submissions before them both orally and in writing, whereby providing all possible assistance in obtaining sanctions, approvals and permissions from the concerned authorities for the proposed development.
- 12) Design Consultant shall attend site meetings and inspect contractors work through site visit periodically to the satisfaction of all concerned.
- 13) To obtain the as built drawing from the contractor.
- 14) Value engineering in terms of time, cost, quality, and workability.
- 15) Certifying variation orders
- 16) Provide graphic outputs for use in progress reports.
- 17) Preparation of total estimated project cost as on date of execution of the project
- 18) Attend weekly progress review meetings, prepare Minutes of Meeting and submit

weekly progress reports

- 19) Any other services related to the project design not mentioned herein but specifically required for successful completion of the project/desired by all the stake holders must be covered under the scope of the design consultant at no extra cost.
- 20) The approval process for the design and drawings shall include all stakeholders including but not limited to SEEPZ authorities, GJEPC, Ministry of Commerce & Industry, Project Management Consultant etc.
- 21) Signing of all documentation as maybe required for statutory approval process or for any other requirement of the project stakeholders
- 22) Preferred construction methodologies
- 23) Coordination with all other consultants to ensure seamless and efficient project delivery
- 24) All designs shall be done for the maximum permissible constructable area as per statutory norms though the final constructed building configuration could be limited to a Ground+5 floor structure with or without basement.
- 25) The satisfactory testing, commissioning of all services and operation of the building prior to handover to the client
- 26) All designs should incorporate latest sustainable design technologies, equipment and the design approach and design deliverables shall meet sustainable design goals and objectives of the project as envisaged by the stakeholders.

1. ARCHITECTURAL SCOPE OF SERVICES

1.2 BroadScope of services shall include the following but not limited to:

Conceptual master plan, architectural, infrastructure, landscaping, interior, finishing Matrix, furniture layouts, façade, statutory approval from authorities, BIM modelling (LOD 300/350), design of flex boards, 3D perspective views, walk through videos, 3D scaled model encased in glass, etc.

Stages of design

The services shall be rendered by the design Consultant in various stages as under:

- 1) Stage 1: Pre concept and Concept Design Stage
- 2) Stage 2: Schematic Design Stage
- 3) Stage 3: Statutory Approvals Stage
- 4) Stage 4: Design Development Stage
- 5) Stage 5: Tender Document Stage
- 6) Stage 6: Construction Stage
- 7) Stage 7: Successful HO-TO

1. PRE -CONCEPT STAGE:-

- 1.1. Submission of broad L3 level delivery schedule covering different stages of contract, in sync with the overall project delivery schedule, including Value Engineering (VE) timelines.
- 1.2. Submission of detailed list of deliverables with scheduled dates in the form of master Document Control Index (DCI) and in sync with overall project delivery schedule;
- 1.3. Participation in the Kick-off meeting.
- 1.4. Agreement on broad schedule and DCI during kick-off meeting.

Deliverables:-

- Approved L3 level delivery schedule and master DCI
- CAD and BIM standards manual
- Progress Reporting Plan
- Communication Matrix

2. CONCEPT DESIGN STAGE:-

- 2.1. The Architect would need to provide the following as a minimum:
 - Location Plan.
 - Master plans indicating street network and open space strategies, building typology and building height strategies, along with infrastructure layout schemes.
 - Conceptual Plan, Sections, Elevations of the building
 - Vehicular & Pedestrian circulation
 - Building Massing
 - Site Utilities
 - Preliminary Section/ Elevation Studies
 - Preliminary Area Summary
 - Preliminary Interior Space Planning
 - 3D Block views (not detailed) / sketch up views
 - 3D massing models (if reqd.)
 - Design Basis Report (DBR).
- 2.2. Preparation of 3D perspective views of conceptual plans (minimum 3 options) with minimum 5 minutes of walkthrough in HD format. The design shall be inclusive of but not limited to the master plan, building plan, landscaping, site infrastructure, façade, etc;

- 2.3. Based on the approved concept plan, the design consultant shall prepare detailed architectural plans, plan enlargements, landscaping drawings, site development plans etc. The Master Plan shall consist of Line Plans of Buildings, parking facilities, public amenities, interconnectivity and external linkages and Services of whole project within standard/ permissible FAR and Ground Coverage;
- 2.4. Preparation of design basis report based on the approved concept plan;
- 2.5. Collection and review of all relevant site data including site survey drawings;
- 2.6. Preparation of building plan of the site based on the requirements of the Employer/ Stakeholders and as per development control rules and other central/state/local authority bylaws;
- 2.7. Furnish necessary architectural norms, calculations etc to corroborate architectural detailing works;
- 2.8. Preparation of approved conceptual architectural / landscaping plans including but not limited to, dimensioned plans, demolition plan(if any), Layout and material plans, grading and drainage plans, plan enlargements, elevations, internal layout, sections, landscaping details & Interior design of the complex such as false ceilings, wall cladding, furniture, mechanical & electrical equipment layout and space planning as per functional requirement of the building, etc;
- 2.9. Drawings and documents to be submitted incorporating the following:
 - Property development in proposed area.
 - Infrastructure accommodating all necessary amenities.
 - Barrier Free Design implementation
 - Passive design features.
 - Green building concepts implementation
 - Waste management and recycling proposal.
 - Optimization of constructability, operability & maintenance.
- 2.10. Preparation of rough quantity & cost estimate;
- 2.11. Design and specifications of flex boards (10 ft x 5 ft) highlighting the stakeholders and key features of the Mega CFC project to be placed at strategic locations;

Deliverables:

- Design Basis Report including finishing matrix
- Area Statement
- Conceptual Master Plan
- 3D perspective concept plans (minimum 3 options) with minimum 5 minutes of walkthrough video in HD format for all 3 options.
- Concept stage design drawings and specifications as detailed above.
- Sample board and mood board
- Design and specifications of flex board

- Concept stage BOQ with cost estimate L3 level project delivery schedule

3. SCHEMATIC DESIGN STAGE:-

- 3.1. Review all statutory byelaws in detail and ensure that the schematic design caters to requisite parameters of the local development rules;
- 3.2. Design of circulation cores, vertical transportation, and services areas to be scheduled in this stage;
- 3.3. Commence work on material and finishes schedule preparation;
- 3.4. Massing studies finalized during the concept design stage shall be further detailed in this stage with respect to the actual materials proposed and the proportions etc. Options of colours and materials, that may have an impact to the structural system or services, shall be explored in this stage;
- 3.5. Submission of schematic drawings clearly bringing out the Architects vision of the design and to include all scheme drawings as maybe necessary to bring out the same.
- 3.6. Submission of all drawings, design, calculation required for statutory approval from the municipal bodies or any other central/state/local bodies In case of project requirement or as per the requirement of MOEF/State Government authorities, the consultants shall Conduct Environmental Impact Assessment (EIA) & furnish preliminary report on environmental impact of the project and finalize it after discussion with the Employer/stakeholders clearly outlining the measures required for mitigating the adverse impact. Environment Clearances from MOEF/State Govt. Authorities, etc. shall be obtained by the Consultant;

Deliverables:-

➤ Building Floor Plans

- Plans of all floors showing structural system, vertical transportation elements, core elements, vertical shafts, floor elevations
- Key dimensions, bay sizes, structural grid and overall dimensions
- General notes indicating major extent of materials and any special conditions of equipment.
- Building sections
- Area Statement
- Finishing matrix

➤ Building Sections

- Sections through building to show relevant conditions including vertical transportation and adjacent conditions
- Floor to floor height
- Ceiling heights
- Schematic section details keyed

➤ **Building Elevations**

- Major elevations with extent of glazing and mullion spacing indicated
- Floor lines indicated
- Overall dimensions
- Setbacks and overhangs indicated
- Relationship to existing and finished grade clearly shown.

➤ **Submission of schematic stage BOQ with cost estimate**

➤ **Schematic stage L3 project delivery schedule**

➤ **5-minute Walk through of final approved option along with perspectives/rendered images clearly bringing out all elevation features**

4. STATUTORY APPROVALS STAGE:

- 4.1. Prepare and submit reports / drawings / submissions necessary for statutory approvals and ensure compliance with codes, standards and legislation, as applicable;
- 4.2. Incorporating necessary changes or making modifications in the designs based on inputs received from the statutory authorities;
- 4.3. Obtaining all statutory approvals from all the local authorities including associated Liasoning;
- 4.4. All works for submission including fee payment to authorities shall be borne by the client.

5. DESIGN DEVELOPMENT STAGE:-

- 5.1. Refine the design to a building approval submission standard and provide the client adequate information along with a Cost Plan/ Overall Project cost;
- 5.2. Preparation and submission of detailed architectural floor plans, site plan, landscape plan, infrastructure plans, interior layout plans based on the approved conceptual plan for approval from client that would be necessary for onboarding of General Contractor (GC) quotations and execution at site;
- 5.3. Preparation of sections, elevations, toilet & staircase detailing, façade detailing and including all major architectural and structural elements;
- 5.4. Consultant shall prepare a detailed interior design with an outline of the central design concept as well descriptions of the aesthetic for each category of Finish and Fixture and supplemented with images to illustrate;
- 5.5. Preparation of detailed finishes schedule, door-window schedule, etc;
- 5.6. Detailing drawings of railings, handrails, barriers, gates, etc;

- 5.7. Coordinate the overall engineering concepts. Development of Building design drawings in coordination with Structural and MEPF design drawings, including specific building features, finishes and design elements, incorporating and coordinating inputs from other disciplines, Outlining / specifications of the building and taking approval from all stakeholders;
- 5.8. Detailing of infrastructure works and ancillary developments;
- 5.9. Quality assurance and Quality control (QA/QC) plan and work programme, etc;
- 5.10. All drawings shall confirm to relevant IS codes, NBC, local byelaws and statutory requirements as applicable;
- 5.11. Preparation of updated Design basis report, technical specifications of all materials;
- 5.12. Extraction of DD set Design drawings from clash free LOD 350 MEPF BIM model and incorporating necessary sections (with annotations);
- 5.13. The consultant would be required to provide various options of specifications and calculations of the construction cost through detailed quantity surveys, bills of quantities, cost-benefit analysis, etc;
- 5.14. Preparation and submission of 3D physical scaled model based on the final approved detailed design drawings encased in glass/acrylic as per the specifications given below:
 - The following materials could be used for making the physical model:
 - Chipboard, plywood and MDF;
 - Balsa wood;
 - Timber dowel: Useful for making columns or pillars;
 - Insulation boards;
 - Clay and plasticine.
 - The Model shall be prepared after considering the following
 - Surveying the site;
 - Checking that all the measurements tallies;
 - Making the detailed design drawings to the scale (architectural, civil / structural, electrical, and mechanical);
 - Preparing the model with a scale between 1:35 to 1:50 or as appropriate after due deliberation with the project management consultant and the Employer/other stakeholders;
 - 3D model rendered views, walkthrough (minimum 5 minutes in HD format), Physical model to scale in detail design and tender stage to GFC Stage.

Deliverables:-

- Updated DBR with area statement and design calculations
- Finishing matrix,

- Wall Elevations showing all likely installations on the same with installation co ordinates
- Technical Specifications
- 5 nos. perspectives including aerial, ground level views.
- Detailed design stage BOQ with accurate cost estimate (+/- 5%) accuracy along with cost benefit analysis
- L3 level project delivery schedule meeting project delivery deadline as per stakeholder's requirement
- 3D Physical model with ply base encased in glass/acrylic of final approved option along with 5 minutes HD walkthrough

6. TENDER DOCUMENT STAGE:-

- 6.1. The Design Consultant after coordination and approval of all design drawings shall prepare specifications and detailed schedule of quantities on the basis of design drawing with limiting the variation on the BOQ and Overall budget of not more than 5 %;
- 6.2. Detailed cost estimates along with the rate analysis of individual items of work duly supported by necessary documents;
- 6.3. The Design Consultant shall also include the below mentioned in estimates and Schedules:
 - Bill of quantities and estimates for each discipline
 - The Design Consultant should provide detailed specification for each discipline, schedules.
- 6.4. The Design Consultant should include updated and enhanced narrations on the various disciplines as a continuation of the DD;
- 6.5. The design consultant shall support in the preparation of tender, support during technical evaluation and answering technical queries raised by the bidders for the appointment of general contractor (GC). The Design Consultant should participate in pretender discussion with Contractors and in tender negotiations (if required);
- 6.6. The designconsultant shall also provide the following:
 - i. Interior layouts showing furniture etc.
 - ii. Wall and ceiling finishes and specifications
 - iii. Elevations showing building services and proposed finishes
 - iv. Finishes matrix, with all specifications for flooring, walls, and ceilings
 - v. Reflective ceiling plans showing plasterwork / beams
 - vi. Lighting & Electrical plans
 - vii. Flooring plan
 - viii. Façade design, drawings including plans, elevations, sections and detailed specifications

Deliverables:

- Tender drawings covering all aspects as mentioned above.
- Tender specification, BOQ

- Final BOQ's and cost estimate
- Preferred list of makes and suppliers with their contact details
- 3 level project delivery schedules.
- Technical details/clarifications during tender process.
- Tender support

7. GOOD FOR CONSTRUCTION(GFC) & PROJECT EXECUTION STAGE:-

- 7.1. Preparation of working drawings, updated specifications. These shall include all floor plans, interior arrangement, sections and elevations for building and basement;
- 7.2. Preparation of architectural and construction details such as fixing details, installation details, joinery, inserts, cut-outs, pockets, standard details and other construction details as required by Employer for successful completion of the project;
- 7.3. The Design Consultant should verify & approve the Contractor's Shop Drawings, mock-ups and should give recommendation for execution;
- 7.4. The design consultant apart from issuing the drawings shall undertake site visits or attend meetings during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site shall have to be borne by the consultant and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account;
- 7.5. After each site visit the design consultant should confirm that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of Employer/stakeholders in the form of a site visit report;
- 7.6. The design consultant shall reply to RFIs raised by contractor prior to or during execution;
- 7.7. The design consultant shall give approval of the contractor's material submittals;
- 7.8. The design consultant shall obtain approval from any statutory body/local Govt. Body like Pollution Control Board, Environmental clearance etc. as applicable to this project for execution of work or for designs/drawings of the scheme;
- 7.9. The design consultant shall obtain Employer's/stakeholders' approval for any material deviation in design, cost, working drawings, schedule, and specifications from the approved scheme;
- 7.10. The design consultant shall review and sign off all material samples, mock-ups, test results and reports, etc. at execution stage;

- 7.11. Any specialized works of various components of buildings / structures provided by contractors shall be proof checked by the Design consultant on behalf of Employer/stakeholder;
- 7.12. The design consultant shall review and sign off RA bills submitted by the contractor to ensure the execution in aligned with design intent and approved BOQ;
- 7.13. The Design Consultant shall give the final Acceptance after the Contractor's test reading and as-built documentation are submitted.

Deliverables:

- GFC drawings extracted from LOD 350 BIM model, covering the entire scope of work
- Incorporation of necessary sections (with annotations)
- Standard detail drawings.
- Updating costs as per project progress
- Tracking of L3 level project delivery schedule
- Response to RFIs and design queries
- Approval of shop drawings, mock-ups
- Periodic site visits, reports, attend meetings
- Review RA Bills submitted by contractor for design alignment and compliance.
- Review and sign off material samples, mock-ups, test results and reports.
- Resolution of site issues and revision of drawings/ documents as necessary
- Coordination and follow up with PMC team for variations and approvals.

8. SUCCESSFUL HO-TO:-

- 8.1. Obtaining completion and occupation certificates, wherever necessary from the local bodies after completion of work and inspection by Municipal/Fire/Electrical Inspectors and any other statutory authority as applicable to this project and supply the same to Employer/stakeholders. For this purpose, any assistance required from Employer/stakeholders / its Contractor will be extended to the consultant. Any statutory fee payable to local bodies for issue of completion certificate shall be borne by Employer. However, the end-to-end responsibility of obtaining all necessary statutory approvals so as to ensure the facility is fully functional and can be used for the intended purpose, lies with the Design Consultant;
- 8.2. Handover of reviewed and signed off as-built drawings; including plans, elevations and cross sections etc. operation and maintenance manuals, final finishing matrix, indicating all details of the building including internal and external services as completed and approval of the same from all stakeholders;
- 8.3. Assist Employer/Stakeholders in Arbitration/Litigation case(s) that may arise out of the contract entered into, in respect of above work, regarding clarifications/interpretations, supply of drawings, designs, specifications as

and when required. The consultants' role will be limited to these clarifications only and unless specifically required by Arbitrator/Court, he shall not be required to participate in actual Arbitration/Litigation proceedings.

- 8.4. Final updated DBR alongwith all design calculations, area statements BIM models, walk throughs, physical model etc..
- 8.5. Value Engineering and Cost Benefit Analysis Report
- 8.6. Final updated cost incurred report

Deliverables – soft and hard copies STAGE	SOFT COPY	HARD COPY
Concept		3 sets
Schematic		3 sets
Design development		3 sets
Tender		6 sets minimum
Construction – GFC drawings		6 sets
As-built drawings		6 sets
Operation and maintenance manuals (to be obtained from vendors)		6 sets
Municipal and statutory approvals		Number of sets as per approval requirement
Any other Documentation		Number of sets(maximum 6) as per client requirement

2. STRUCTURAL SCOPE OF SERVICE

2.1 General

- 1) The services rendered by the design consultant shall include but not be limited to the following:- The Design Consultant shall prepare a standard format for each discipline as follows:
 - a. List of drawings and legend.
 - b. Graphic scale and north point.
 - c. Discipline and drawing title.
 - d. Drawing numbering system
 - e. Raising and replies to RFI's
 - f. BIM execution plan
- 2) The scope of services shall include , but not limited to ,the preparation of Design drawings and calculations along with Design Basis Report (DBR), BOQ, cost estimates, project delivery schedule etc. and broadly described below:
 - a. Modelling analysis with detailed report and detailed design criteria
 - b. All structural designs and drawings based on the final architectural layout showing various structural elements from sub structure to super structure for building as well as various infrastructure elements, including co-ordination with all services
 - c. Sections & Elevations showing reinforcement details and structural details with all annotations.
 - d. General notes indicating material extents and any special conditions
 - e. Prepare Design Basis Report including design delivery schedule in sync with overall project delivery schedule
 - f. Preparing & producing final BOQ's and drawings/details for tender/pricing to Client
 - g. Submitting structural stability certificate
 - h. Signing of all documentation as maybe required for statutory approval process or for any other requirement of the project stakeholders
 - i. Preferred construction methodologies
 - j. Co-ordination with all other consultants to ensure seamless and efficient project delivery
 - k. The structural design shall be done for the maximum permissible constructable area as per statutory norms though the final constructed building configuration could be limited to a Ground+5 floor structure with or without basement.
- 3) Design co-ordination for the entire project.
- 4) Furnish inputs for location and number of tests in geotechnical investigation required for designing of the facility, inclusive of but not limited to bore holes, trial pits and SBC details, etc.
- 5) The design consultant would be required to suggest the type of construction, preparation of estimate and tender documents, progress of work, supervision of works, quality assessment etc. Preparation and submission of preliminary and detailed Cost Estimates, Bill of Quantities and Tender documents conforming to CPWD norms. Reference shall be furnished in case of Market Rate for non-schedule items with detailed specifications etc. as per CPWD norms, for all scope as defined. Detailed structural

designs shall be as per the latest revisions of relevant IS code provisions and other applicable standards including the local statutory authorities' requirements.

- 6) Preparation of site grading plan and site boundary details.
- 7) Preparation of design and drawings using BIM LOD 300/350 (as applicable for capturing relevant details) during different stages of design, as per BIM standards and BEP (BIM Execution Plan) for tendering & GFC drawings extraction, approval of shop drawings from contractor & coordinating with client.
- 8) All necessary drawings, required for submission to Statutory / Competent Authorities shall be prepared by the design consultant in accordance with the prevailing local rules and regulations. Complete Liasoning and coordination including all related costs (except the Authority fees- paid by Employer) will be part of design consultant scope.
- 9) In the event of enactment of any laws, rules, regulations and notifications applicable to the Development, the scope of services shall be deemed to include the same by providing technical support for obtaining approval from the Competent Authority.
- 10) For any kind of approval from statutory authorities and stakeholders, the design consultant shall appear before the concerned department / concerned officers relating to the above scope of services and make submissions before them both orally and in writing, whereby providing all possible assistance in obtaining sanctions, approvals and permissions from the concerned authorities for the proposed development.
- 11) Design Consultant shall attend site meetings and inspect contractors work through site visit periodically to the satisfaction of all concerned.
- 12) Review appropriateness of structural philosophies, construction methodologies and construction tests for like concrete mix design, lab tests of any construction materials, in-situ site test results, etc .
- 13)Review and obtain the as built drawing from the contractor.
- 14)Value engineering in terms of time, cost, quality, and workability by suggesting various options without exceeding overall project budget.
- 15)Furnish Structural stability certificate upon completion of work
- 16)Preparation of total estimated project cost as on date of execution of the project
- 17)Submit weekly progress reports and attend weekly progress review meetings
- 18)Any other services related to the project design not mentioned herein but specifically required for successful completion of the project/desired by all the stake holders must be covered under the scope of the design consultant at no extra cost.
- 19)Consultant to note, upon receiving the geotechnical report, they shall plan for an additional future expansion of 2 floors (B+G+7) building in their design.

2.2 Broad Scope of services shall include the following but not limited to:

Structural GA Drawings, plans, sections, elevations, for building and infrastructure elements, steel structure fabrication drawings (if any), site grading plan, site boundary details, statutory approval from authorities, BIM modelling (LOD 300/350), review of documents, site inspection and reporting.

STAGES OF DESIGN

The services shall be rendered by the design Consultant in various stages as under:

- 1) Stage 1: Pre concept and Concept Design Stage
- 2) Stage 2: Schematic Design Stage
- 3) Stage 3: Statutory Approvals Stage
- 4) Stage 4: Design Development Stage
- 5) Stage 5: Tender Document Stage

- 6) Stage 6: Construction Stage
- 7) Stage 7: Successful Hand Over – Take Over

PRE -CONCEPT STAGE:-

- 1.1. Submission of broad L3 level design delivery schedule covering different stages of contract, in sync with the overall project delivery schedule, including Value Engineering (VE) timelines;
- 1.2. Submission of detailed list of deliverables with scheduled dates in the form of master Document Control Index (DCI) and in sync with overall project delivery schedule;
- 1.3. Participation in the Kick-off meeting;
- 1.4. Agreement on broad schedule and DCI during kick-off meeting.

Deliverables:-

- Approved L3 level delivery schedule and master DCI
- CAD and BIM standards manual
- Progress Reporting Plan
- Communication Matrix

CONCEPT DESIGN STAGE:-

- 2.1. The consultant would need to provide the following as a minimum based on the approved concept plan:
 - Structural Design Philosophy based on the geotechnical reports.
 - Concept Design Basis Report (DBR)
 - General Technical Specifications
 - Loading diagrams
 - Construction methodology
 - Site grading plan and site boundary details based on the topographic details received
- 2.2. Collection and review of all relevant site data including site survey drawings;
- 2.3. Preparation of rough quantity & cost estimate;

Deliverables:

- Design Basis Report
- Structural Design Philosophy
- General Technical Specifications
- Loading diagrams and framing plans
- Concept stage BOQ with cost estimate

SCHEMATIC DESIGN STAGE:-

Similar to concept design stage but based on the schematic designs as received from the Architect, MEPF consultant etc.

Deliverables:

- Schematic stage Design Basis Report
- Schematic stage Structural Design Philosophy including modelling analysis
- Schematic stage BOQ with cost estimate

STATUTORY APPROVALS STAGE:

- 4.1 Prepare and submit reports / drawings / submissions necessary for statutory approvals and ensure compliance with codes, standards and legislation, as applicable;
- 4.2 Incorporating necessary changes or making modifications in the designs based on inputs received from the statutory authorities;
- 4.3 Obtaining all statutory approvals from all the local authorities including associated Liasoning;
- 4.4 All works for submission including fee payment to authorities shall be borne by the client.

DESIGN DEVELOPMENT STAGE:-

- 5.1 Based on the approved building plans, provide the client adequate information regarding the structural aspect along with a Cost Plan/ Overall Project cost;
- 5.2 Preparation of detailed model incorporating all aspects of the architectural design including preparation of framing plans etc. after complete coordination with all consultants so as to generate clash free drawings
- 5.3 Preparation and submission of framing plans, detailed foundation and excavation plans, beam column and slab layouts based on the approved plans for approval from client for all floors that would be necessary for onboarding of General Contractor (GC) and execution of work at site;
- 5.4 Preparation of reinforcement details for all the structural elements;
- 5.5 Detailing of infrastructure works and ancillary developments;
- 5.6 All drawings shall confirm to relevant IS codes, NBC, local byelaws and statutory requirements as applicable;
- 5.7 Preparation of updated Design basis report, technical specifications of all materials;
- 5.8 Extraction of DD set Design drawings from clash free LOD 300/350 structural BIM model and incorporating necessary sections (with annotations);

5.9 The consultant would be required to provide various options of specifications and calculations of the construction cost through detailed quantity surveys, bills of quantities, cost-benefit analysis, etc;

Deliverables:-

- Updated DBR with and design calculations and design philosophy
- BIM Model based on the architectural model
- Loading details and material specifications
- Detail design drawings- plans, section, etc extracted from the BIM model
- Technical Specifications
- Detailed design stage BOQ with accurate cost estimate (+/- 5%) accuracy along with cost benefit analysis
- Updated L3 level design delivery schedule
- Detailed structural analysis & structural design calculations(including wind and seismic design as applicable),
- Preparation of detailed structural drawings.

TENDER DOCUMENT STAGE:-

- 7.1 The Structural Design Consultant after coordination and approval of all design drawings shall prepare specifications and detailed schedule of quantities on the basis of design drawing with limiting the variation on the BOQ and Overall budget of not more than 5%;
- 7.2 Detailed cost estimates along with the rate analysis of individual items of work duly supported by necessary documents;
- 7.3 The Structural Design Consultant shall also include the below mentioned in estimates and Schedules:
- 7.4 Bill of quantities and estimates
- 7.5 The Structural Design Consultant should provide detailed specification
- 7.6 The Structural design consultant shall prepare the tender, support during technical evaluation and answering technical queries raised by the bidders for the appointment of general contractor (GC). The Design Consultant should participate in pretender discussion with Contractors and in tender negotiations (if required);

Deliverables:

- Tender drawings covering all aspects as mentioned above.
- Tender specification
- Final BOQ's with quantity take off sheets and cost estimate with the rate analysis of individual items of work
- Preferred list of suppliers with their contact details
- Technical details/clarifications during tender process.
- The Tender documents shall consist of:
 - Notice Inviting Tender(NIT)
 - Instructions to Bidders (ITT)
 - Conditions of contract both General and Special
 - Technical Specifications

- Complete set of construction drawings
- Bill of Quantities
- Payment Milestones
- Any other document required to ensure a holistic tendering process

GOOD for CONSTRUCTION (GFC) CONSTRUCTION STAGE:-

- 7.1 Preparation of Good for Construction drawings, updated specifications. These shall include all floor plans, , sections and elevations for building and basement;
- 7.2 The Structural Design Consultant should verify & approve the Contractor's Shop Drawings, mock-ups and should give recommendation for execution;
- 7.3 The Structural design consultant apart from issuing the drawings shall undertaking site visits or attend meetings during execution of the project to ensure adherence of execution as per detailed drawings and specifications, including sorting out problems and issue necessary clarifications at site including preparation & submission of additional drawings and details for proper execution of work at site shall have to be borne by the consultant and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account;
- 7.4 After each site visit the Structural design consultant should confirm that the work is being executed as per drawings & specifications and deviations if any shall be brought to the notice of Employer/stakeholders in the form of a site visit report;
- 7.5 The Structural design consultant shall reply to RFIs raised by contractor prior to or during execution;
- 7.6 The Structural design consultant shall give approval of the contractor's material submittals;
- 7.7 Review of construction methodologies and construction documents like concrete mix design, lab tests of any construction materials, in-situ site test results, etc .
- 7.8 The design consultant shall obtain Employer's/stakeholders' approval for any material deviation in design, cost, working drawings, schedule, and specifications from the approved scheme for all works related to the Structural design;
- 7.9 The design consultant shall review and sign off all material samples, mock-ups, test results and reports, etc. at execution stage;
- 7.10 Any specialized works of various components of buildings / structures provided by contractors shall be proof checked by the Structural Design consultant on behalf of Employer/stakeholder;
- 7.11 The Structural design consultant shall review and sign off RA bills submitted by the contractor to ensure the execution in aligned with design intent and approved BOQ;
- 7.12 The Structural Design Consultant shall give the final Acceptance on all test reports submitted by the Contractor and on as-built documentation as obtained from the Contractor..

Deliverables:

- BIM model after being fully coordinated with all other services/designs
Clash free Good for Construction drawings extracted from LOD 300/350 BIM model, covering the entire scope of work
- Incorporation of necessary sections (with annotations)
- Standard detail drawings.
- Updating costs as per project progress
- Tracking of L3 level project delivery schedule
- Response to RFIs and design queries

- Updated project cost, based on GFC drawings
- Approval of shop drawings, mock-ups
- Periodic site visits, reports, attend meetings
- Review RA Bills submitted by contractor for design alignment and compliance.
- Review and sign off material samples, mock-ups, test results and reports.
- Resolution of site issues and revision of drawings/ documents as necessary
- Coordination and follow up with PMC team for variations and approvals.

SUCCESSFUL HO-TO:-

- 2.1. Review and sign off completion/as-built drawings; including plans, elevations and cross sections etc. indicating the details of the building and all internal and external services as completed;
- 2.2. Furnishing structural stability certificate.
- 2.3. Final updated cost schedule
- 2.4. Final updated DBR along with all design calculations, area statement etc.
Final fully coordinated BIM model

Deliverables – soft and hard copies STAGE	SOFT COPY	HARD COPY
Concept		3 sets
Schematic		3 sets
Design development		3 sets
Tender		6 sets minimum
Construction – GFC drawings		6 sets
As-built drawings		6 sets
Operation and maintenance manuals (to be obtained from vendors)		6 sets
Municipal and statutory approvals		Number of sets as per approval requirement
Any other Documentation		Number of sets(maximum 6) as per client requirement

3. MEP & F SCOPE OF SERVICE

3.1 General

The services rendered by the design consultant shall include but not be limited to the following: -

- 1) The Design Consultant shall prepare a standard format for each discipline as follows:
 - a. List of drawings and legend.
 - b. Key plan.
 - c. Graphic scale and north point.
 - d. Architectural background.
 - e. Discipline and drawing title.
 - f. Drawing mummering system
 - g. Raising and replies to RFI's
 - h. BIM execution plan for all disciplines
- 2) Preparation of separate 3D models for all disciplines LOD 300/350 (as applicable for capturing relevant details and GFC extraction) during different stages of design, as per BIM standards and BEP (BIM Execution Plan). The models shall be developed using latest version of Revit or equivalent software.
- 3) Design co-ordination between all stakeholders from concept to handover.
- 4) Preparation of coordinated services layout drawing based on Architectural, Structural, Landscape, HVAC, electrical, plumbing & firefighting design drawings and drawings and details from any other consultant as appointed for the project.
- 5) Preparation of all drawings and documents, required for submission to Statutory / Competent Authorities as applicable to the project
- 6) For any kind of approval from statutory authorities and stakeholders, the design consultant shall appear before the concerned department / concerned officers relating to the above scope of services and make submissions before them both orally and in writing, whereby providing all possible assistance in obtaining sanctions, approvals and permissions from the concerned authorities for the proposed development.
- 7) Design Consultant shall attend site meetings and inspect contractors work through site visit periodically to the satisfaction of all concerned.
- 8) Coordinate & inspect with the project manager the testing & commissioning of each system and joint certification of test reports from the contractor.
- 9) To obtain the as built drawing from the contractor, list of recommended spares, operation & maintains manual for the system installed by them and certify for their correctness.
- 10) Value engineering in terms of time, cost, quality and workability.
- 11) Provide graphic outputs for use in progress reports.
- 12) Preparation of total estimated project cost as on date of execution of the project

- 13) Submit weekly progress reports and attend weekly progress review meetings
- 14) Any other services related to the project design not mentioned herein but specifically required for successful completion of the project/desired by all the stake holders must be covered under his scope by the design consultant at no extra cost.

1.2 BroadScope of services shall include the following but not limited to:

(a) Infrastructure:-

Planning and locating Electric Sub-Station if required, AC Plant room & associated items, Sewage Treatment Plant (STP), Water Treatment Plant, solid waste management, ETP, UG Tank, Pump Room, Fire Hydrant Layout Utility Lines from the nearest source till the site in terms of Transformer, VCB, ACB, OCB etc. along with preparation of Infrastructure Design Brief Report (IDBR)

(b) Plumbing, fire, ventilation and piping systems:-

Cold Water Supply, Hot Water Supply, Irrigation to all landscaped areas, Drainage, Storm Water Drainage, Fire Detection System, Fire Alarm and Fire Fighting System, Heating Ventilation & Air Conditioning (HVAC) ,Vertical Transportation systems, gas systems, compressed air systems,rainwater harvesting systems, solar power etc.

(c) Electrical & ELV System:-

General Lighting, Security System, UPS if required, Internal Electrification works and basic lighting, Emergency warning and intercommunication system, Building Management Systems if required, Data centre design, Access control, Security control systems, Lightning Protection, Telephone, Music systems, CCTV, Public Address system and Networking (routing and space provision).

Stages of design

The services shall be rendered by the design Consultant in various stages as under:

- 1) Stage 1: Pre concept and Concept Design Stage
- 2) Stage 2: Schematic Design Stage
- 3) Stage 3: Statutory Approvals Stage
- 4) Stage 4: Design Development Stage
- 5) Stage 5: Tender Document Stage
- 6) Stage 6: Construction Stage
- 7) Stage 7: Successful HO-TO

1. PRE -CONCEPT STAGE:-

- 1.1. Submission of L3 level delivery schedule covering different stages of contract, in sync with the overall project delivery schedule, including statutory approval timelines
- 1.2. Submission of detailed list of deliverables with scheduled dates
- 1.3. Participation in the Kick-off meeting
- 1.4. Agreement on broad schedule and Document Control Index (DCI) during kick-off meeting

Deliverables:-

- Approved L3 level delivery schedule and master DCI

2. CONCEPT DESIGN STAGE:-

- 2.1. Establish the power requirement & water requirement for entire project along with detailed calculations for the same.
- 2.2. Submit feasibility report regarding use of solar power
- 2.3. Collection of all relevant site data including site survey drawings, geotechnical reports, and the conceptual design.
- 2.4. Recommendations for choice of power source with cost benefit analysis for each of the choices available.
- 2.5. Suggest the preliminary design and choice of an appropriate system of HVAC systems through design guidelines such as temperature, humidity, and cleanliness in each of the conditioned areas and energy conservation.
- 2.6. Establishment of water demand and source of water, water treatment, storage, and distribution.
- 2.7. Preliminary concept on sanitary and drainage systems including storm water drainage and rainwater harvesting, water treatment, effluent treatment, and sewage treatment.
- 2.8. Establish guidelines for fire alarm and firefighting systems in line with fire authority's requirements
- 2.9. Determine preliminary electrical loads and maximum demand including segregation between emergency / non-emergency loads.
- 2.10. Low voltage systems – Preliminary concept of voice and data requirements, security, and access controls.
- 2.11. Preliminary concept of gas and other utilities requirements

- 2.12. Submission of calculations for selection of appropriate elevators including speed, size, capacity etc.
- 2.13. Presentation of conceptual DBR highlighting Pros & Cons of shortlisted systems along with approximate quantity and cost estimates.

Deliverables:-

- Soft & Hard copies Conceptual DBR
- Electrical load estimation, Water demand calculation, capacity analysis of WTP, STP, ETP
- Details of Space planning
- Conceptual plans
- Cost and quantity Indices for major items of various systems (including the system finally chosen) based on concept design

3. SCHEMATIC DESIGN STAGE:-

- 3.1. Provide accurate calculations for total water requirement, electrical load calculations/requirements and heat loads for HVAC system.
- 3.2. Prepare the schematic drawings indicating all the external services (with in the plot area); size and location of plant rooms, ventilation fan rooms; HVAC systems, UPS, Server room, switch rooms substation (HT,LT,DG); water tanks, pump room, firefighting pump room, water treatment plant, and sewage treatment plant , effluent treatment plant etc.
- 3.3. Broad cost estimate on square meter Basis.
- 3.4. The Design Consultant shall prepare in detail the schematic Diagrams and Riser Diagrams for each discipline mentioned below:
 - HVAC:
 - Schematic chilled water piping
 - Schematic toilet & pantry exhaust systems.
 - Schematic staircase, lobby, lift pressurization systems.
 - Schematic ventilation & exhaust of basement & services rooms
 - Plumbing: - Schematic water distribution.
 - Schematic drainage for soil, waste and rainwater.
 - Electrical: - Single line diagram of electrical distribution to utilities.
 - Single line diagram of electrical distribution for lighting and power.
 - Fire Alarm & firefighting: - Schematic fire alarm system
 - Schematic Hydrant System layout
 - Schematic Sprinkler system layout
 - Low Voltage: - Schematic telephone distribution including intercom
 - Schematic security systems
 - Schematic BMS Systems (as applicable)
 - Gas and other utilities: - Schematic distribution of the system as applicable
- 3.5. The DBR shall address the following:
 - Design criteria, constraints and compliance.

- Site requirements and constraints.
- Demand and consumption assessment of-
 - Domestic water supply
 - Electric power
 - Telecommunications
- Firefighting water requirements.
- Effluent and Sewerage generation rates.
- Performance requirements for all site utilities and Building services systems.
 - Distribution of building services and broad material selection
 - Plant placement issues along with space requirements, weights etc.
 - A site plan with, graphic scale, north point, utility entry points and routes

Deliverables:-

- Final DBR along with calculations
- Schematic Design drawings
- Broad cost estimate
- Drawings, sketches, and documents necessary for municipal and statutory approvals
- Indices for major items based on schematic design
- Electrical point schedule

4. STATUTORY APPROVALS STAGE:

- 4.1. Prepare and submit reports / drawings / submissions necessary for statutory approvals and ensure compliance with codes, standards and legislation, as applicable;
- 4.2. Incorporating necessary changes or making modifications in the designs based on inputs received from the statutory authorities;
- 4.3. Obtaining all statutory approvals from all the local authorities including associated Liasoning;
- 4.4. All works for submission including fee payment to authorities shall be borne by the client.

5. DESIGN DEVELOPMENT STAGE:-

- 5.1. Preparation of design drawings based on approved coordinated Architectural and structural plans
- 5.2. Preparation of separate services & co-ordinated drawings for typical floor, basement/ plant rooms (as applicable), external services
- 5.3. Preparation of HVAC Plant room layout, chilled water schematics, distribution, air handling unit rooms layout, air distribution system comprising of ducting, grills & diffusers based on reflected ceiling plans (common areas only), chilled water piping, ventilation & exhaust system, PAC, ODU location for server rooms, layout for all floors, mechanical & electrical services rooms and provision for shifting of all equipment during installation and breakdown.

- 5.4. Preparation of Electrical Substation layout (as applicable), HT & LT single line diagram, HT/LT panel room layout, electrical distribution system with metering scheme comprising of panels, distribution boards, bus-ducts, cables & cable trays layout, lighting with circuiting based on approved plans and convenience power, solar power layouts (as applicable) emergency lighting, DG room layout along with panel details, earthing & lightning protection system.
- 5.5. Preparation of layout & schematics for Low Voltage system such as smoke detection and Security system (for common areas and provision for the tenant areas), BMS, Voice & data. In addition, the planning of infrastructure requirements for Voice/Data systems, Building Management Systems, panic bar shall be done by design Consultant.
- 5.6. Preparation of (Plumbing & Fire Fighting) Water tanks & Pump Room Layout; Effluent, Sewage & Storm water disposal piping, gas and other utilities piping, Fire Fighting pump room layouts, Wastewater disposal, sewage / Effluent treatment system and water treatment system, fire detection & firefighting system layouts.
- 5.7. Internal and external Water supply and drainage layouts
- 5.8. Elevator Selection, optimization of elevator/speed and other Specifications based on VT analysis shall be prepared by the design consultant
- 5.9. Preparation of coordinated services layout drawings incorporating drawings and details of all services involved.
- 5.10. Details as follows shall be provided as a minimum for HVAC services:
 - Plant room layouts, equipment sizes and weights
 - Opening in slabs and beams
 - Layout of AHU's & FCUs, P&I diagrams
 - Piping routes, sizes and valves
 - Layout of Ducting, Fire /VCD/FAD, FC units with broad sizing. (Grills & diffusers to be shown only after the ceiling layouts are finalized by the interior designers)
 - Ventilation & exhaust system layout for mechanical & electrical services room.
 - Mechanical Ventilation wherever required
- 5.11. Details as follows shall be provided as a minimum for Plumbing services:
 - Location of water tanks, pump rooms
 - Water supply layouts and valves
 - Toilet layouts with water & drainage system piping
 - Drainage piping, soil, waste and rainwater and vertical stacks
 - Roof drainage
 - Rainwater Harvesting
- 5.12. Details as follows shall be provided as a minimum for Electrical Installation services:
 - Substation layouts, equipment sizes and weights
 - Emergency power equipment
 - Layout of distribution panels
 - Cable routes & conduit layouts

- Incorporation of lighting layouts in coordination with interior layouts (specified areas only)
 - Lighting layouts, selection of luminaries
 - External lighting, selection of luminaries
 - Electrical Genset (DG)/Back-up power layout
 - Earthing design and layout, lightning protection.
- 5.13. Details as follows shall be provided as a minimum for Fire Alarm and Fire Fighting service:
- Fire alarm system .
 - Fire pump room layouts, equipment sizes and weights.
 - Fire storage tanks.
 - Fire Hydrant & Sprinkler system layouts.
 - Hose reels, cabinets and hand appliances.
 - Any other requirement as required by statutory authorities
- 5.14. Details as follows shall be provided as a minimum for Telecom systems as applicable:
- Cable routes and tag blocks.
 - Location of telephone outlets.
 - Installation of intercom system.
 - Structured cabling system.
- 5.15. Details as follows shall be provided as a minimum for Security system:
- Layout CCTV cameras
 - Layout of security room (with the details of console panel etc.)
 - Layouts of access control system (Common areas if applicable)
 - Public Addressable system.
- 5.16. Details as follows shall be provided as a minimum for BMS, if applicable:
- Detailed schematic of BMS covering:
 - Water management
 - Electrical management
 - HVAC
 - Ventilation and exhaust systems
 - Integration with fire alarm system and elevator system
- 5.17. Details as follows shall be provided as a minimum for Solid Waste Management/Disposal if applicable
- Layout for sorting, incineration or disposal
- 5.18. The Design Consultant should provide the following as deliverables for Site Development including the below mentioned:
- Entry points (depending on input from statutory Authorities & Supply Company) and details for
 - Electricity
 - Telephone
 - Domestic water supply
 - Exit points (depending on inputs from statutory Authorities) and details for
 - Sewer
 - Rainwater
 - Rainwater harvesting

- 5.19. In addition to this, the Design Consultant should also include the composite layout of all Site utilities, Water supply, Telephone, Street light cable, gas and other utilities, Domestic water supply, Sewer, Rainwater, Hydrant locations. HT and LT power cable routes.
- 5.20. The Design Consultant should provide the Cost Estimates as per given design.
- 5.21. Extraction of DD set Design drawings from clash free LOD 350 MEPF BIM model and incorporating necessary sections (with annotations)

Deliverables:-

- Updated design standards & calculations
- Detail Design stage drawings extracted from LOD 350 MEPF BIM model
- Specification, BOQ and comparative analysis with quantities committed at schematic stage.
- Cost estimate based on detailed design
- Report highlighting all areas of concern, constraints with way forward for their resolution

6. TENDER DOCUMENT STAGE:-

- 6.1. The Design Consultant after coordination and approval of all design drawings shall prepare tender documents, specifications and detailed schedule of quantities on the basis of design drawing within project cost guidelines
- 6.2. The design consultant shall prepare the tender documentation including tender drawings, specifications, project cost guidelines, project delivery schedule tender BOQ and all other details as necessary to ensure tender documentation is complete in all respects and does not lead to variation orders during project execution.
- 6.3. The Design Consultant shall attend the pre-bid meeting to clarify the technical queries /points.
- 6.4. The Design Consultant shall also maintain the tender documentation (TD) for the continuing development and expansion of the approved Design Document (DD). The drawings and specification at the TD phase shall contain sufficient information and detail to enable Contractors to determine the nature, quality and quantity of labour and materials required for each portion of the work and so as to enable them to fix a price for carrying out and completing such work.
- 6.5. The Design Consultant shall include the below mentioned as the deliverables for Building Services:
- A Standard format same as in DD package with expanded legend wherever necessary with the cross reference to Other Consultant's drawings.
 - A Schematic and riser diagrams as in DD for each discipline with all sizes and components.
 - Plans for each discipline as in DD with enhanced level of details and sections. Construction details for each discipline.
 - A Site development plans with cross sections of pipe and cable trenches. Construction details of manholes, valve chambers and sleeves.

- 6.6. The Design Consultant shall also include the below mentioned in estimates and Schedules:
 - Bill of quantities and estimates for each discipline
 - The Design Consultant should provide detailed specification for each discipline, schedules and Data sheets of all equipment/ system.
- 6.7. The Design Consultant should include updated and enhanced narrations on the various disciplines as a continuation of the DD.
- 6.8. The Design Consultant should participate in pretender discussion with Contractors and in tender negotiations (if required).

Deliverables:

- Tender drawings.
- Tender specification, BOQ and comparative analysis with quantities committed at schematic stage.
- Project Cost at the tender stage based on tender drawings and specifications
- Preferred list of makes and suppliers with their contact details
- Project delivery schedule
- Technical details/clarifications during tender process.

7. GOOD FOR CONSTRUCTION(GFC)& PROJECT EXECUTION STAGE:-

- 7.1. The Design Consultant should verify & approve the Contractor's Shop Drawings and should give recommendation for execution.
- 7.2. The Design Consultant shall visit the site on regular basis to ensure that installation work is as per design and specification and cross check of work progress with respect to completion schedule. Design Consultant, as required by client, shall visit offsite equipment testing, manufacturing processes at manufacturing unit prior to delivery at site.
- 7.3. The design consultant shall inspect materials and equipment's delivered to the site and to ensure their compliance.
- 7.4. The Design Consultant should participate with Project Manager in the testing and commissioning of major system, including the joint certification of test report from services Contractors.
- 7.5. The design consultant shall give approval of the contractor's material submittals.
- 7.6. Request for information to be answered promptly with sketches / drawings.
- 7.7. The Design Consultant shall give the final Acceptance after the Contractor's test reading and as-built documentation are submitted.

Deliverables:

- GFC drawings extracted from LOD 350 BIM model, covering the entire scope of work
- Incorporation of necessary sections (with annotations)
- Standard detail drawings.
- Updated BOQ, based on GFC drawings and comparative analysis with quantities committed at schematic stage.
- Updated project cost vs. budgeted cost
- Response to RFIs and design queries
- Technical evaluation of vendors
- Technical portion of change order
- Testing and commissioning reports

8. SUCCESSFUL HO-TO:-

- 8.1. Design Consultant shall ensure successful HOTO (Handing Over-Taken Over) along with integrated system testing which broadly includes following:
- Supervision of commissioning of all systems
 - Facilitate handover of systems by contractor to Owner / User.
 - Punch Points & Snag Lists Preparation
 - De-snagging
 - Operation and Maintenance manuals along with all warranty/ guarantee certificates, escalation matrix of all installed systems
 - As built drawings
 - Operational / capacity tests of various equipment with involvement of owner / user.
 - Design certifications for system & equipment's.
 - Submit Project Experience & Case Study
 - Value Engineering report
 - Settlement of Variations & extra claims as per the tender documents with all necessary approvals
 - Close & settle the Final Bill with Contractors.
 - Obtaining No-Claim Certificate from Contractor
 - Sign Off to system

Deliverables - soft and hard copies STAGE	SOFT COPY	HARD COPY
Concept		3 sets
Schematic		3 sets
Design development		3 sets
Tender		6 sets minimum
Construction – GFC drawings		6 sets
As-built drawings		6 sets
Operation and maintenance manuals (to be obtained from vendors)		6 sets
Municipal and statutory approvals		Number of sets as per approval requirement

3.1.1.1 SCOPE OF SERVICES FOR BIM

The scope of services for developing and managing the BIM(s) is as detailed below:

- 1) The consultant shall prepare separate 3D models for all disciplines in LOD 300/350 during different stages of design, as per BIM standards and BIM Execution Plan (BEP)- as applicable for capturing relevant details and GFC extraction);
- 2) The elements in the model shall be prepared as per latest version of ISO-19650-1&2, or equivalent standard;
- 3) Detailed Bill of quantities (BOQ) for all works shall be extracted from the models at schematic, design development, tender and good for construction drawings
- 4) The quantification shall be as per IS 1200/CPWD requirements and have the flexibility of extraction at desired levels- element, room, unit, tower, material grade etc.;
- 5) The model shall be developed using latest version of AUTODESK REVIT software.
- 6) The consultant shall produce the defined deliverables based on the direction and design inputs from Employer/Stakeholders as required by BIM standards and project specific BIM;
- 7) The consultant shall have latest version of BIM 360 collaborate Pro for model collaboration and design management;
- 8) During the kick-off meeting, the consultant shall submit a detailed schedule for preparation, communication protocol; and
- 9) Design consultant to ensure that BIM models are leveraged to visualize, coordinate, and optimize all systems in the best possible way.

The above maybe considered as minimum requirement and the design consultant shall ensure all requirements of seamless and efficient project delivery requirements within parameters of quality, time and cost are met with due approval from all stakeholders.

TIMELINES AND PAYMENT MILESTONES

The payments shall be made after completion, submission and acceptance of the deliverables stated above.

Sl.	Deliverable	Timeline T = Date of commencement of service	Payment Milestone (% of contract value)	LD as per 1.10.1 of GCC
	Recoverable advance		5%	
	Approved Conceptual DBR along with conceptual drawings (Architectural + Structural + MEPF+ All Infrastructure) and preliminary estimates of costs, delivery schedule and conceptual perspectives and walkthroughs		2.5%	Applicable
	Final approved DBR (Architectural +		2.5%	Applicable

Sl.	Deliverable	Timeline T = Date of commencement of service	Payment Milestone (% of contract value)	LD as per 1.10.1 of GCC
	Structural + MEPF+ All Infrastructure) along with cost estimate and design delivery schedule, perspectives and walkthroughs			
	Schematic drawing deliverables (Architectural + Structural + MEPF+ All Infrastructure) sign-off		5%	Applicable
	Design and drawings submission for statutory approval process and approval from all statutory authorities and estimates of cost based on statutory approved drawings		10%	Applicable
	Sign off on Detailed Design drawings (Architectural + Structural + MEPF+ All Infrastructure) incorporating comments received during the statutory approval process and submission of physical model etc, as described earlier		10%	Applicable
	Release of tender for all services(Architectural + Structural + MEPF+ All Infrastructure) including Tender drawings, BOQ and specifications etc.		5.0%	Applicable
	Release of GFC drawings (Architectural + Structural + MEPF+ All Infrastructure) to site		5.0%	Applicable
	Project execution stage (pro-rata based on progress at site		30%	Applicable
	Testing and commissioning of all services and facilities		5%	Applicable
	On completion of work and obtaining all required certificates for building occupation		15%	Applicable
	Submission of Operation and maintenance manuals and As-built drawings for Architectural + Structural + MEPF services+ All Infrastructure		5.0%	Applicable
	Final clearance from all stake holders		5.0%	Applicable

SI.	Deliverable	Timeline T = Date of commencement of service	Payment Milestone (% of contract value)	LD as per 1.10.1 of GCC
	and successful building handover to SEEPZ authority including snagging and de snagging process			

SUPPORT PROVIDED BY EMPLOYER

- The Employer shall provide office space to the consultant's team. Laptops and peripherals are to be provided to its team by the consultant;
- The Employer 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; and
- The client shall make available its conference hall facility which is equipped with Cisco WebEx hardware to carry out offline and online consultations with stakeholders.

9 SECTION6 – BIDDING FORMS

SL	DOCUMENT	PAGE NO.
1.	Letter of Technical Proposal	
2.	Letter of Price Bid	
3.	Checklist of documents comprising Proposal	
4.	Affidavit by the consultant	
5.	Bid Security Declaration from consultants in lieu of EMD	
6.	Consultant's Information Sheet	
7.	Consultant's Portfolio of Experience Details of Similar nature	
8.	Proposed Approach, Methodology and Work Plan	
9.	Team Composition and Task Assignments	
10.	CVs of Proposed Key Experts	
11.	Price Bid Form (to be uploaded in a separate folder)- xlsx	NA

LETTER OF TECHNICAL 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 clause 5 and have no Conflict of Interest in accordance with GFR 175;
3. We offer to provide, in conformity with the Request for Proposals, the following Consultancy Services: **Architectural, Structural, MEP&F, BIM Services;**
4. Our final price offer is as submitted in our financial Proposal.
5. Our Proposal shall remain valid **for 90 days** from the last date of submission of the Proposal and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. We are not participating, as a consultant or as a sub-consultant, in more than one proposal in this bidding process in accordance with ITC Clause 13.
7. We, along with any of our sub-consultants, key experts, or joint venture partners for any part of the contract, are not debarred by any Client under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
8. If our bid is accepted, we commit to obtain performance security in accordance with the Bidding Documents.
9. If our bid is accepted, we commit to deploy key equipment (if any) and key personnel consistent with the requirements stipulated in Section 5: Terms of Reference.
10. If our bid is accepted, we commit to submit work method statements for all major activities and get these approved from the engineer prior to commencing work on such activities. We also understand that the work shall be executed as per the approved method statements without any deviations.
11. 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;
12. We hereby certify that we neither are associated nor have been associated directly or indirectly with the consultant or any other individual or entity that has prepared the design, specifications, and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract from the SEEPZ SEZ Authority;

13. 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;
14. 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;
15. 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;
16. 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
17. 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

LETTER OF PRICE BID

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 Bidding Documents, including Addenda issued in accordance with Instructions to Consultants (ITC) Clause 9;
2. We offer to execute the Work in conformity with the Bidding Documents;
3. The total price of our Bid, below is INR(In words);
4. Our Proposal shall remain valid for **90 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;
5. 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
6. We have not made any deviations from the requirement of the bidding document, and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.
7. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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

CHECKLIST OF DOCUMENTS COMPRISING PROPOSAL

SL	DOCUMENT	INCLUDED (Y/N)	PAGE NO IN TECHNICAL PROPOSAL
1.	Letter of Technical Proposal		
2.	Letter of Price Bid		
3.	Checklist of documents comprising Proposal		
4.	Affidavit by the consultant		
5.	Bid Security Declaration from consultants in lieu of EMD (if applicable)		
6.	Consultant's Information Sheet		
7.	Proposed Approach, Methodology and Work Plan		
8.	Team Composition and Task Assignments		
9.	CVs of Proposed Key Experts		
10.	Staffing Schedule and Baseline program		
11.	Price Bid Form (to be uploaded in a separate folder)- xlsx		NA
12.	Design Concept Presentation(Separately)		NA

Comment [JS1]: Bid Security Form Deleted as per the discussion through Teams Meeting held on 29th April

FORMAT OF AFFIDAVIT TO BE SUBMITTED BY CONSULTANT ALONGWITH THE BID

*(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the consultant) ***

I **(Name and designation)** **..... appointed as the attorney/authorized signatory of the consultant (including its constituents), M/s. _____ (hereinafter called the consultant) for the purpose of the Bid for the work of _____ as per the bid No. _____ of <Employer>, do hereby solemnly affirm and state on behalf of the consultant including its constituents as under:

- (a) That the consultant or any of its constituents has not been Blacklisted/ banned for business dealings for all Government Departments at any time and/or no such blacklisting is in force as on the deadline for submission of bids.
- (b) That none of the previous contracts of the consultant or any of its constituents had been terminated/rescinded for Consultant's failure or part terminated for its failure as a JV partner with forfeiture of its full Performance Security, by <Employer> during the period of last 3 years before the deadline for submission of bids.

(Add Provision of ITC Sub Clause 5 c) (ii) suitably, if any Contract was so terminated).

- (c) The consultant or any of its constituents has not been imposed liquidated damages of 5% or more of contract value by Employer due to delay in the implementation of any previous contract (either in the capacity of a single entity or as constituent of any other JV) within the period of last 2 years before the deadline for submission of bid [2 years shall be reckoned from the date on which imposed L.D. has exceeded 5% of the contract price] and there are no such accrued delay damages which has not been fully recovered before the deadline for submission of bids on account of Consultant's request for deferring recovery to maintain cash flow and <Employer> has acceded to the same in the interest of the project and the work under the previous contract in question has been completed before the deadline for submission of bid, unless imposition of such delay damages has been set aside by the Competent Authority.
- (d) That the Consultant or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the bid.
- (e) That the name of the Consultant or any of its constituents is not on the list of "Poor Performer" of <Employer> as on the deadline for submission of bid.
- (f) #We declare and certify that balance sheets for last three financial years including that for the latest concluded financial year are being submitted.

OR

- (g) We declare and certify that balance sheet for the latest concluded financial year has not been finalized till date and that is why we are furnishing financial data for last three financial years ignoring the latest concluded financial year.

*(# - Delete whichever is not applicable)**.*

- (h) #We certify that services offered by us meet the minimum local content requirement (in terms of revised Public Procurement (Preference to Make in India) Order 2017) as specified in the bidding document. We understand that in case of any false certification in this regard shall be a breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) for which we or our successors can be debarred for up to two years as rule 151 (iii) of GFR along with such other actions as may be permissible under law.

OR

We certify that services offered by us do not meet the minimum local content requirement as specified in the bidding document.

(Delete whichever is not applicable)

- (i) We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
- (j) We declare that the information and documents submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
- (k) We understand that in case we cease to fulfil the requirements of qualifying and eligibility criteria at any time after opening of bids and till finalization of bids, it will be our bounden duty to inform the Employer of our changed status immediately and in case of our failure to do so, our bid shall be rejected and bid security shall be forfeited. In case such failure comes to the notice of Employer at any time after award of the contract, it will lead to termination of the contract and forfeiture of Bid or Performance Security. We shall also be liable for Banning of Business dealings up to a period of five years.
- (l) We understand that if the contents of the affidavit are found to be false at any stage during bid evaluation, it will lead to rejection of our bid and forfeiture of the bid security. Further, we *[insert name of the consultant]* **_____ and all our constituents understand that we shall be liable for banning of business dealings up to a period of five years.
- (m) We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract,

forfeiture of Bid or Performance Security and Banning of Business dealings of the Consultant and all its constituents for a period of up to five years.

SEAL AND SIGNATURE OF THE CONSULTANT

Verification:

Verified on ____ day of ____ at _____ that the contents of the above-mentioned affidavit are true and correct and nothing material has been concealed there from.

SEAL AND SIGNATURE OF THE CONSULTANT

** Modify the contents wherever necessary, in terms of ITC sub-clause 5 c) ITC.*

*** The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by consultant. Attestation to be done before Magistrate/Public Notary*

BID SECURITY DECLARATION FROM CONSULTANTS IN LIEU OF EMD

(On Consultants Letter head)

Date:

I / We, the authorized signatory of M/s*(Insert Name of Consultant)*, participating in the subject tender No for the item / job of, do hereby declare :

- (i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- (ii) That in the event we withdraw / modify our bid during the period of validity, or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding /award of all future contract(s) of SEEPZ for a period of one year from the date of committing such breach.

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Consultant to Note:

(In accordance with Rule 153 of GFR 2017, The consultant along with this form must submit their proof of being registered as MSE (indicating the terminal validity of their registration) for the services required by the Employer, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), as indicated below:

- (i) District Industries Centers*
- (ii) Khadi and Village Industries Commission*
- (iii) Khadi and village industries board*
- (iv) Coir Board*
- (v) National Small Industries Corporation*
- (vi) Directorate of Handicraft and Handloom*
- (vii) Any other body specified by the Ministry of MSE)*

CONSULTANT'S INFORMATION SHEET

Consultant's Information	
Consultant's legal name	
Consultant's country of constitution	
Consultant's year of constitution	
Consultant's legal address in country of constitution	
Consultant's authorized representative (Name, address, telephone numbers, fax numbers, e-mail address)	

The consultant shall attach copies of the following original documents with the form:

1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITC Sub clause 5 a) and 5 b).
2. Authorization to represent the firm or JV named in above, in accordance with ITC Sub clause 20 d).
3. In case of JV, MOU to form JV or JV agreement, in accordance with ITC sub clause 5 a).

CONSULTANT'S PORTFOLIO EXPERIENCE DETAILS OF SIMILAR NATURE

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. The consultant to submit documentary evidence (LOA Copy/ Work order and Completion certificate clearly mentioning the scope of services provided by the consultant in the last 10 years.]

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

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 Employer 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 Employer/ Local authorities for statutory approval), 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 Section 5 Terms of Reference.*

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.]*

TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff					
Sl. No	Name of Staff	Firm	Area of Expertise	Position assigned	Task Assigned

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: _____

11. Detailed Tasks**Assigned**

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any 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: _____

PRICE BID FORM

[Consultant to refer to Section 5]

Section 7 – General Conditions of Contract (GCC)

1. General Provisions	
1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> a) "Completion Date" means the date of completion of the Services by the Consultant as certified by the Client; b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, as named in SCC; c) "Contract Price" means the financial proposal of the successful Consultant duly accepted by the client; d) "Client" means the agency, as named in SCC, that signs the Contract for the Services with the Selected Consultant; e) "Consultant" means a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract as specified in SCC; f) "Day" means a working day unless indicated otherwise. g) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other Experts of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract; h) "GCC" means these General Conditions of Contract; i) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them; j) "Consultant's Proposal" means the completed Request for Proposals submitted by the Consultant to the Client; k) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented; l) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Section 5 – Terms of Reference; m) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.
1.2 Applicable Law	The Contract shall be interpreted in accordance with the laws of the Union of India.
1.3 Language	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC . The term "in writing" means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice's effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending

	of the electronic communication.
1.5 Location	The Services shall be performed at such locations as are specified in Section 5 hereto
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC .
1.7 Authority of Member in Charge	In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
1.8 Taxes and Duties	The Consultant and their Experts shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
1.9 Code of Integrity	<p>a) The Client, the Consultant and their representatives shall strictly adhere to the code of integrity as stipulated under GFR 175.</p> <p>b) The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract</p>
2. Commencement, Completion, Modification, and Termination of Contract	
2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC .
2.2 Commencement of Services	
2.2.1 Program	Before commencement of the Services, the Consultant shall submit to the Client for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
2.2.2 Starting Date	The Consultant shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC .
2.3 Intended Completion Date	Unless terminated earlier pursuant to Sub-Clause 2.6, the Consultant shall complete the activities by the Intended Completion Date, as is specified in the SCC . If the Consultant does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8 . In this case, the

	Completion Date will be the date of completion of all activities.
2.4 Modification	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.
2.5 Force Majeure	
2.5.1 Definition	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.
2.5.2 No Breach of Contract	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.
2.5.3 Extension of Time	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.
2.6 Termination	
2.6.1 By the Client	The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultant, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1: <ul style="list-style-type: none"> a. if the Consultant does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing; b. if the Consultant become insolvent or bankrupt; c. if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or d. if the Consultant, in the judgment of the Client has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.
2.6.2 By the Consultant	The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2: <ul style="list-style-type: none"> a. if the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice

from the Consultant that such payment is overdue; or
 b. (b)if, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3. Obligations of the Consultant

3.1 General
 The Consultant shall perform the Services in accordance with the Specifications and the Terms of Reference, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observesoundmanagement practices, and employ appropriate advanced technology and safe methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser tothe Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with Sub-Consultants or thirdparties.

3.2 Conflict of Interests

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

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

3.2.3 The payment of the Consultant pursuant to GCC shall constitute the Consultant’s only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

3.2.4 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the applicable rules and guidelines of the Government of India, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.5 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.2.6 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to

	serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
3.3 Confidentiality	<p>Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p> <p>In the event that the Firm or its representatives are requested pursuant to, or required by, applicable law or regulation or by legal or administrative process to disclose any Confidential Information, or where the Firm wishes to disclose to its professional indemnity insurers or to its advisers, the Firm agrees that it will, as far as is legally and practically possible, provide the Client with prompt notice of such request or requirement in order to enable the Client to seek an appropriate protective order or other remedy. In the event that such protective order or other remedy is not obtained, the Firm or its representatives, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed.</p>
3.4 Insurance to be Taken Out by the Consultant	The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SCC ; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services.
3.5 Consultant's Actions Requiring Client's Prior Approval	<p>The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> entering into a subcontract for the performance of any part of the Services, changing the Program of activities; and any other action that may be specified in the SCC.
3.6 Reporting Obligations	The Consultant shall submit to the Client the reports and documents specified in Section 5 , in the form, in the numbers and within the time periods set forth in the said Appendix.
3.7 Documents Prepared by the Consultant to Be the Property of the Client	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

	<p>specified in the SCC.</p> <p>3.7.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>
3.8 Liquidated Damages for Delay	<p>3.7.1 Without prejudice to any other rights or remedies available to the Client under the contract or under applicable laws, if the consultant delays or fails to complete the services by the scheduled completion date (determined after express approval or grant of extension of time in writing pursuant to consultant's claim for such extension in accordance with the provisions of contract), then the consultant shall pay to the client, liquidated damages as specified in the SCC</p> <p>3.7.2 The consultant waives any and all objections, including by way of defense that (a) the scheduled dates of completion of services and delivery of the deliverables as per the requirements of the contract are not of the essence of the contract by reason of the parties agreeing to the payment of any liquidated damages for delay; (b) if the client has, at its option, forbore its right to terminate the contract; or (c) if the client has, at its option, granted the consultant additional time for performance of the consultant's obligations (including extending the scheduled dates of completion of services and delivery of the deliverables).</p>
4. Consultant's Experts	
4.1 Description of Key Experts	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Experts are described in Appendix B. The Key Experts listed by title as well as by name in Appendix B are hereby approved by the Client.
4.2 Removal and/or Replacement of Experts	<p>4.2.1 Except as the Client may otherwise agree, no changes shall be made in the Key Experts. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Experts, the Consultant shall provide as a replacement a person of equivalent or better qualifications.</p> <p>4.2.2 If the Client finds that any of the Experts have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Experts, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.</p> <p>4.2.3 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds</p>

	<p>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>
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5. Obligations of the Client

5.1 Assistance and Exemptions	The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client shall use its best efforts to provide the Consultant such assistance and exemptions as specified in the SCC .
5.2 Services, Facilities and Property of the Client	The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Section 5) at the times and in the manner specified in said Section 5 .
5.3 Counterpart Personnel	<p>5.3.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Section 5 .</p> <p>5.3.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p>
5.4 Payment Obligation	In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Section 5 and in such manner as is provided by GCC 6 below.
5.5 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clause 6.1.

6. Payments

6.1 Contract Price

6.1.1 The Consultant's Contract Price shall be a fixed lump-sum net of all costs incurred by the Consultant in carrying out the Services described in Section 5 . The Contract Price is **set forth in the SCC**. The Contract price breakdown is provided in Appendix C.

6.1.2 Any change to the Contract price specified in Clause 6.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.4 and have amended in writing the Terms of Reference in **Section 5** .

6.2 Taxes and Duties

6.2.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract.

6.2.2 As an exception to the above and **as stated in the SCC**, the GST is reimbursed to the Consultant.

6.3 Mode of Billing and Payment

6.3.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 6.1.1.

6.3.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Section 5** . The payments will be made according to the payment schedule **stated in the SCC**.

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.

6.3.4 The final payment under this Clause shall be made only after the final report l have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within sixty (60) calendar days after receipt of the final report by the Client unless the Client, within such sixty (60) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

6.3.5 All payments under this Contract shall be made to the accounts of the Consultant **specified in the SCC**.

6.4 Interest on Delayed Payments

If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 6.3.3, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate **stated in the SCC**.

7. Settlement of Disputes

7.1 Amicable Settlement	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
7.2 Dispute Settlement	Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication / arbitration in accordance with the provisions specified in the SCC .

8. Good Faith

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

	The total aggregate liability of the Consultant, whether in contract, tort (including negligence) or otherwise, under or in connection with this agreement, shall in no circumstances exceed a sum equal to 110% of the contract value.
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10. Indemnity

	The Consultant shall at all times indemnify and keep indemnified the Client against all claims/damages for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract. The Consultant shall indemnify the Client in full for any failure in performance on account of its default or non-fulfilment of its obligations and the same is performed by the client or any other agency engaged by the client. In such case all the costs and expenses incurred by the client are recoverable from the Consultant. The Client shall also indemnify the Consultant for losses/damages suffered due to any fraud, misrepresentation or omission of facts by the Client or any of its personnel.
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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 contractnameis <i>Selection of design consultant for setting up Mega Common Facilitation Center (CFC) at SEEPZ, Andheri, Mumbai</i>
1.1(d)	TheClientis <i>SEEPZ SEZ Authority, Andheri, Mumbai</i>
1.1(e)	The Consultant is _____
1.4	<p>The addresses are:</p> <p>Client : SEEPZ SEZ Authority, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai 400096</p> <p>Attention : Development Commissioner, SEEPZ SEZ Authority</p> <p>E-mail: dcseepz-mah@nic.in</p> <p>Consultant :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail:</p>
1.6	<p>The Authorized Representatives are:</p> <p>FortheClient: <i>Shri. Anurag Agarwal, Deputy Development Commissioner</i></p> <p>For the Consultant: <i>[name,title]</i> _____</p>
1.7	The authorized member in charge is _____
2.1	No change to the GCC clause
2.2.2	The Starting Date for the commencement ofServicesis seven (7) days after contract signing.
2.3	The Intended CompletionDateis _____

3.2.2	The Client reserves the right to determine on a case-by-case basis whether the service should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 3.2.2
3.4	The risks and coverage by insurance shall be: (i) Third Party liability – as stipulated by relevant government law. (ii) Client’s liability and workers’ compensation – as stipulated in the employees’ compensation act. (iii) Professional liability – at least 110% of the Contract Price.
3.5 c.	The Consultant shall follow the protocol stipulated in the Terms of Reference regarding entering-exiting Client’s premises and for weighting and carrying the investment powder waste.
3.7	There are no specific restrictions.
3.8	The Consultant is liable to pay Liquidated Damages for 0.05% each day of delay beyond the stipulated date of completion, subject to the total amount of Damages not exceeding 10 (ten) per cent of the Contract Price.
5.1	The Client shall provide necessary assistance in providing gate-passes for smooth entry of the Consultant’s vehicles and employees.
6.1	The Contract Price is: _____
6.2.2	The amount of GST reimbursable to the Consultant is: _____
6.3.2	The payment schedule shall be as stipulated under Section 5 – Terms of Reference.
6.3.5	Consultant’s account details for payments under the Contract are: Account Name: Bank Name: Branch Name: IFSC Code:
6.4	The interest rate shall be 6% per annum.
7.2	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.

10 SECTION 9 – CONTRACT FORMS

1. LETTER OF ACCEPTANCE
(On Employer's Letter Head)

Date:

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

Subject: Letter of acceptance of your Proposal against tender ref. no.: *[redacted]*

This is to notify you that your Proposal dated *[insert date of Proposal submitted by the Consultant]* for the execution of services titled "**Selection of Design Consultant For setting up Mega Common Facilitation Center(CFC)**" against RFP Ref. No. *[insert Proposal Ref. No.]* is hereby accepted by the Client for the Contract Price of Rs. *[insert amount in numbers and words]*, as evaluated in accordance with the Instructions to Consultants (ITC).

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 Employer:

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 "Employer") and, on the other hand, *[name of consultant]* (hereinafter called the "Consultant").

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

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

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their

respective names as of the day and year first above written.

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

Shri Shyam Jagannathan, Development Commissioner, SEEPZ SEZ Authority

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

[Authorized Representative of the Consultant – name and signature]

NOTE: In case Consultant is a Joint Venture the 'name of the Consultant' shall be inserted as under :

"The Joint Venture under the name and title of, comprising of[Lead Partner] ;.....; and"

3. FORM PERFORMANCE SECURITY (BANK GUARANTEE)

(Refer to ITC Clause 40)

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The Stamp paper to in the name of Executing Bank)

From:

Name and Address of the Bank.....

.....

To:

.

WHEREAS, Employer, hereinafter called the **Employer**, acting through *[Insert Designation and address of the Employer's Representative]*, has accepted the bid of *[Insert Name and address of the Consultant]*, hereinafter called the **Consultant**, for the work of *[Insert Name of Work]*, vide Notification of Award No. *[Insert Notification of Award No.]*.

AND

WHEREAS the Consultant is required to furnish Performance Security for the sum of *[Insert Value of Performance Security required]*, in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

WHEREAS *[Insert Name of the Bank]*, with its Branch *[Address]* having its Headquarters office at *[Address]*, hereinafter called the **Bank**, acting through *[Designation(s) of the authorized person of the Bank]*, have, at the request of the *[Insert name of the consultant/JV partner]*, a **JV partner** on behalf of the Consultant, agreed to give guarantee for performance security and additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally, and irrevocably guarantee to pay the Employer the full amount in the sum of *[Insert Value of Performance Security required]* as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation, or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive, and binding, absolute, and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e., the aforementioned full amount less the payment made to the Employer.
4. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Consultant and without the Employer

being required to show grounds or give reasons for its demand or the amount demanded.

5. The Bank Guarantee shall be unconditional and irrevocable.
6. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Consultant.
7. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Consultant, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition, or modification to the Bank.
8. This guarantee is valid and effective from the date of its issue, which is *[insert date of issue]*. The guarantee and our obligations under it will expire on *[Insert the date twenty-eight days after the expected end of defect liability period(if applicable)]*. All demands for payment under the guarantee must be received by us on or before that date.
9. The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer, or the guarantee is released by Employer before the Expiry date.
10. The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
11. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
12. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.
13. The Guarantee shall be in addition to and without prejudice to any other security Guarantee (s) of the Consultant in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date

Place.....

.....
[Signature of Authorized person of Bank]

.....
[Name in Block letters]

.....
[Designation]

[P/Attorney] No.

.....
Bank's Seal

[P/Attorney] No.....

Witness:

1. *Signature*
Name & Address & Seal
2. *Signature*
Name & address & Seal

Note :

- 1 *All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*
- 2 *In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.*
- 3 *In case the Consultant is a JV, the Performance Security is required to be furnished on behalf of the JV in favour of the Employer by the JV Partners in proportion of their respective percentage share specified in the JV Agreement. The percentage share of M/s **[Insert Name of the JV Partner]** in the JV is **[Fill share % in the JV]** percent. All the Bank Guarantee of JV Partners are liable to be encashed cumulatively.*