



## SEEPZ SEZ AUTHORITY

No.: SEEPZ SEZ/ESTATE/IP/27/2021-22/01

Date: 07/03/2022

### Responses to Pre-Bid Queries

**Tender Title:** Engagement of Contractor for Clearance/ Disposal/ Removal of Investment Powder Waste from SEEPZ- SEZ premises.

**Tender Reference No.:** SEEPZ SEZ/ESTATE/IP/27/2021-22

**Tender ID:** 2022\_SEEPZ\_671063\_1

<b>SN</b>	<b>Reference Clause&amp; Page No.</b>	<b>Original Clause Text</b>	<b>Query / Suggestion</b>	<b>Response from SEEPZ</b>
1	ITB 12 of BDS; Page No.18	<p>Financial Quote</p> <p>The Bidder shall make its financial offer in INR only net of GST and all other taxes and duties payable on the services if the contract is awarded, as specified in the BDS</p> <p>ITB 12 of BDS given on Page No.18 says as follows :-</p> <p>The financial offer shall be a single rate per kg for removal and disposal of investment</p>	<p>Please clarify which taxes and duties are applicable for this material with % of the same to calculate perfect offer.</p>	<p>Since tax liabilities of service providers may vary based on their credentials such as their legal entity (firm / LLP / company, etc.), annual income, place of registration, etc, it is not possible for the SEEPZ SEZ Authority to advise on the same. Service provider shall be solely liable to ensure that all the applicable taxes, duties and other statutory liabilities are fulfilled while carrying out the services. The same is reflected under clauses ITB 12, 25(b), and GCC</p>

		<p>powder waste adhering to the specified contractual conditions and other legal obligations payable to the client.</p> <p>No deductions from the offered rate shall be permissible later on account of any taxes or other charges.</p> <p>The same rate shall apply to one-time removal as well as subsequent monthly removal of the investment powder waste.</p> <p>The financial offer quoted by the bidder shall be fixed during the bidder's performance of the contract and shall not be subject to variation on any account.</p>		<p>1.7.</p> <p>Please note that the rate shall be considered inclusive of custom duty.i.e. the service provider shall not have to pay any additional amount to the SEEPZ SEZ Authority towards custom duty.</p>
2	ITB Clause 16; Page No. 11	<p>Sealing, Marking and Submission of Bids</p> <p>a) Bidders shall submit their bids online and also by post or by hand or drop in the box earmarked by the SEEPZ SEZ authority in its office. The technical and financial bids must be sealed in separate envelopes and then enclosed together in a larger envelope. Each envelope shall bear the following details:</p>	<p>Is submission of this tender is online only or not? Are you will accept this tender offline also. Please confirm the same.</p>	<p>Bidders are required to submit their bids through the e-procurement portal only.</p> <p>Please refer to the corrigendum reflecting this amendment.</p>
3	ITB Clause 25-b; Page No. 15	<p>Evaluation of Bids</p> <p>The evaluation of financial bid will include and take into account all taxes and duties / GST payable on the services if the contract is awarded to the Bidder. The bidder to include all applicable taxes to the concerned government authority. SEEPZ SEZ Authority will not be liable to pay any amount in addition to the quoted amount towards</p>	<p>Please clarify this clause</p>	<p>Service provider shall be solely liable to ensure that all the applicable taxes, duties and other statutory liabilities are fulfilled while carrying out the services. The same is reflected under clauses ITB 12, 25(b), and GCC 1.7.</p> <p>However, the rate shall be considered inclusive of custom duty.i.e. the service provider shall not have to pay any additional amount to the SEEPZ SEZ Authority towards custom duty.</p>

		taxes.		Please refer to the corrigendum reflecting this amendment.
4	ITB Clause 29; Page No. 16	<p>Performance Security</p> <p>a) Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Bidder shall furnish the Performance Security in the form of an advance deposit in the name of SEEPZ SEZ Authority of the amount specified in the BDS.</p> <p>b) Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security/debarment as per bid security declaration. In that event the Procuring Entity may award the Contract to the next highest evaluated Bidder, whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.</p> <p>c) The validity of the performance security shall be for a period of 45 days beyond the date of completion of all contractual obligations.</p>	<p>Performance deposit can be submit in the form of Bank Guarantee or FDR in favour of Pay &amp; Accounts Officers, SEEPZ-SEZ Authority.</p> <p>All the Participants will submit their Bid Security Declaration on their Letter Head.</p> <p>If any contractor may H1 of this tender and such contractor refuse acceptance of contract after allotment of tender which strict action SEEPZ will taken against them?</p>	As is clearly mentioned in the bid security declaration format (which is to be signed and submitted by all bidders along with their bids), in case of failure to submit the performance security or to sign the contract within stipulated timeline, the bidder shall be liable to be banned from all tenders of SEEPZ SEZ for a period of 24 months.
5	ITB Clause 11(a); Page No. 18	In addition to the documents prescribed in ITB, bidders shall also submit a draft work plan for one-time removal and disposal of the investment powder waste (approx. 1700 MT). This plan should include key tasks, corresponding timelines, details regarding	This plan can be submitted by Successful bidder before starting of work or it's require to submit by each bidder with their bid. Please confirm.	<p>The work plan shall be submitted by the successful bidder after issuance of the Letter of Acceptance.</p> <p>Please refer to the corrigendum reflecting this amendment.</p>

		environmental safeguards and names of designated persons in-charge.		
6	Qualification Requirements Sl. No. 2; Page No. 25	<p>Qualification Requirements</p> <p>Bidder should have liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, amounting to at least Rs. 5 Lakh.</p> <p>This means that bidder must have dedicated cash/credit availability of Rs. 5 lakh to be able to make payments under this contract. Any advances paid by other clients and amounts committed towards other contracts need to be subtracted while calculating net cash/credit availability.</p>	<p>CA certificate specifying the availability of liquid assets / access to credit.</p> <p>Net worth Certificate can be acceptable to pass this qualification. Please confirm the same.</p>	<p>Net worth certificate clearly stating that the total liquid assets are greater than Rs.5 Lakh shall be acceptable.</p>
7	Qualification Requirements Sl. No. 8; Page No. 25	<p>Qualification Requirements</p> <p>Bidder must have at least 10 persons on roll and must be registered with ESIC and EPFO.</p> <p>Self-certification regarding availability of manpower along with ESIC and EPFO registration details.</p>	<p>As require to run this contract, require employees more than 10, so this clause must be compulsory. To verify statutory clearance must ask to submit PF &amp; ESIC Paid challans.</p>	<p>The clause is self-explanatory. Self-certification by the bidder along with proof of registration with ESIC and EPFO shall be required.</p> <p>No change to the clause.</p>
8	Qualification Requirements Sl. No. 9; Page No. 25	<p>Bidder must indemnify the employer (SEEPZ SEZ Authority) against any legal implications arising due to the service provider's non-compliance to statutory provisions pertaining to the services outlined in the scope of work.</p> <p>Affidavit of Indemnity (Indemnity Bond) on a Rs.100 stamp paper comprising the following text:</p>	<p>This tender is not having clause related to submission of MPCB Consent. As per rules of MPCB such material must be dispose by only those who are having valid MPCB consent and dispose it as per MPCB norms.</p> <p>So it is compulsory to SEEPZ to</p>	<p>As has been elaborately explained during the pre-bid meeting, successful bidder is required to follow all statutory norms and fulfil all legal requirements for clearance of the investment powder containing traces of precious metals from the SEEPZ SEZ premises.</p> <p>However, based on the previous two rounds of failed tendering and limited internal technical</p>

		<p>“We hereby agree to undertake that we shall, at all times, indemnify and keep indemnified the Employer i.e. SEEPZ SEZ Authority against all claims/damages for any violation of any statutory / licensing requirements / pollution control norms while providing our services under the Contract. We shall indemnify the Client in full for any failure in performance on account of default or non-fulfilment of our obligations. We understand that, in such case, all the costs and expenses incurred by the employer are recoverable from us.”</p>	<p>ask to submit each participants MPCB Consents in their Technical Bid only.</p> <p>Herewith enclosed Notification of dated 04.04.2016 issued by the Govt. of India, Ministry of Environment, Forest and Climate Change. Please refer Page No.6, Clause No.6 as Grant of Authorisation for managing hazardous and other wastes to confirm for requirement of MPCB consent.</p>	<p>capacity to ascertain the nature of hazardous materials present in the investment powder and specific legal requirements pertaining to its removal, it has been decided to take an indemnity affidavit from the bidders.</p> <p>It may be noted that submission of indemnity affidavit does not relieve the bidder from its legal obligations towards pollution control norms and other statutory requirements. On the contrary, bidders are required to ensure that they are in total compliance with the legal norms as they need to indemnify the client i.e. SEEPZ SEZ Authority from any damages arising out of their non-compliance to legal norms.</p>
<p>9</p>	<p>Scope of Work; Page No. 27</p>	<p>Objective of the Assignment and Scope of work</p> <p>The successful Bidder shall ensure the following to undertake removal of Investment Powder:</p> <p>A. Proper registered vehicle for removal of investment powder from SEEPZ SEZ.</p> <p>B. Compliance to all environmental norms while removal of investment powder from SEEPZ SEZ and subsequently responsibility of processing the investment powder as per environmental safety norms.</p>	<p>Investment Powder is comes in Hazardous Waste. As per MPCB Rules, it's essential to deliver it from proper registered vehicle for removal.</p> <p>Will you accept only registered Transporters with MPCB for Hazardous Waste or allow to any other transport also?</p> <p>Because there are limited transporters are having such registration and they are charging higher amounts. It will increase expenditure to transport waste too much highest side. In this case, it is not possible to give rates in Minus. Is it acceptable or not ?</p> <p>Before quoting offer, its</p>	<p>SEEPZ SEZ is not in a position to comment on applicability of specific pollution control provisions for disposal of investment powder waste. Hence, based on the previous two rounds of failed tendering and limited internal technical capacity to ascertain the nature of hazardous materials present in the investment powder and specific legal requirements pertaining to its removal, it has been decided to take an indemnity affidavit from the bidders. This shall include legal requirements pertaining to the transportation of the waste as well, if any applicable.</p>

			important to know expenditure, so please confirm it before submission of Bid..	
10	GCC Clause 3.4; Page No. 46	<p>The risks and coverage by insurance shall be:</p> <p>(i) Third Party motor vehicle – at least 100% of the market value of rented vehicles, if any.</p> <p>(ii) Third Party liability – as stipulated by relevant government law</p> <p>(iii) Employer’s liability and workers’ compensation – as stipulated in the employees' compensation act</p> <p>(iv) Professional liability – at least 110% of the contract value calculated as estimated quantity of the investment powder waste multiplied by accepted rate.</p>	Confirm amount of such policy which will be help to know Insurance premium before quoting offer.	<p>(ii) Third party liability insurance is a mandatory requirement as per the Motor Vehicles Act. The service provider is required to ensure compliance to this requirement in case it owns the vehicles used for removal of the waste.</p> <p>(iii) Employer’s liability and workers’ compensation insurance is a mandatory requirement as per THE EMPLOYEE’S COMPENSATION ACT. Section 3, 4 and 5 of the Act provide more details pertaining to specific insurance requirements. A copy of the Act is uploaded with these responses for ready reference.</p> <p>(iv) Since the sum insured is dependent on the rate offered by the bidder, the employer cannot ascertain the amount; it has to be calculated by the bidder based on the logic given in the referred clause.</p>

Joint Development Commissioner  
Pune Cluster, SEEPZ, SEZ  
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