



SEEPZ SEZ AUTHORITY

OPEN COMPETITIVE BIDDING

(E- Procurement mode on Central Public Procurement Portal)

Bidding Documents

for

Security Manpower Service in SEEPZ, Mumbai

Tender Ref. No.: E-OPT-12/133/2022-Security Section

Date of Issue: 1st November 2022

ISSUING AUTHORITY:

Development Commissioner, SEEPZ- SEZ, Mumbai

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

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

Helpline No.: 022-28290856 / 9664664208

Landline: 022-28294728/29

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

Key information at a glance

SN	Item	Description
1	Tender Ref. No.	E-OPT-12/133/2022-Security Section
2	Tender Title	Request for Bids for Providing Security Manpower Service in SEEPZ, Mumbai.
3	Cost of Request for Bids	Request for bids can be downloaded free of cost from the following websites: https://eprocure.gov.in/eprocure/app http://seepz.gov.in/tender.aspx
4	Date of Tender Publishing	01.11.2022
5	Date and time till which physical visits prospective Bidders to SEEPZ SEZ premises are permissible	02.11.2022 to 25.11.2022 from 1000 hrs to 1800 hrs on working days only (Contact at amit.patra@gov.in /9664664208 for finalizing the visit date and time). <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> SEEPZ is a special economic zone and has restricted access. Kindly send formal email with details of photo identification and contact nos. of any authorized representative of prospective bidder for physical verification etc. </div>
6	Date and time of Pre-Bid Meeting	11.11.2022 at 1500hrs
7	Tentative date for publishing Responses to Pre-Bid Queries and Corrigendum, if any	17.11.2022
8	Last date and time for Submission of Bids (Technical + Financial Bids)	09.12.2022 at 1500 hrs
9	Date and time of opening of Technical Bids	12.12.2022 at 1500 hrs
10	Tentative date for publication of technical evaluation results	13.12.2022
11	Tentative date for opening of financial bids	14.12.2022
12	Expected date of Award of Contract	16.12.2022
13	Tender Contact / Helpline Details	<u>Primary Tender Custodian (PTC):</u> Shri Amit Patra, DME, SEEPZ-SEZ.

	<p>Contact: 9664664208, amit.patra@gov.in</p> <p>Roles of PTC:</p> <ol style="list-style-type: none"> (1) All preliminary queries/ telephone queries can be addressed to PTC. (2) PTC maintains a dedicated call log / e-mail received chronologically for the specific tender. (3) Provides response on email after due internal approval by Competent Authority. (4) Intimates / responds all prospective bidders of timelines including pre-bid, corrigendum etc. (5) Organize / support and facilitate all field / site visits. (6) Responds to queries and clarifications sought after due approval of the reply being furnished by Competent Authority. <p><u>Secondary Tender Custodian (SDTC):</u> Shri Imran Shaikh, Executive, SEEPZ-SEZ. Contact: 7506749659, imran.shaikh@gov.in</p> <p>Roles of SDTC:</p> <ol style="list-style-type: none"> (1) SDTC shall be contacted only in case there is no response from the PTC. (2) The SDTC shall immediately update and inform the PTC in case of any inputs from prospective bidders. <p><u>Supervisory Tender Custodian (SVTC):</u> Shri Rajesh Kumar, UDC, SEEPZ-SEZ. Contact: 022 28294703, rajesh.kumar12@nic.in</p> <p>Roles of SVTC:</p> <ol style="list-style-type: none"> (1) Supervising the work and timely response by PTC. (2) Supervises Pre-bid meeting arrangements and issue of corrigendums / clarifications. <p><u>Supra Supervisory Tender Custodian (SSTC):</u></p> <ol style="list-style-type: none"> 1. Shri Haresh Dahilkar, ADC, SEEPZ-SEZ (Contact: 022 28294757, haresh.d@gov.in) 2. Smt Bridget Joe, EA to DC / Estate Manager, SEEPZ-SEZ (Contact: 022 28294774, bjoe@nic.in) <p>Roles of SSTC:</p>
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		<p>(1) Overall Supervision of all aspects related to the tender process.</p> <p><u>Tender Evaluation Committee:</u> As notified by Office Order No. 334/2022 dt. 21.10.2022 (Office order is annexed as Appendix - D).</p> <p><u>Public Procurement Consultant (PPC):</u> Shri Rutwik Phatak, PPC, SEEPZ-SEZ</p> <p>Contact: 9503662190, rutwik.phatak@gov.in</p> <p>Roles of PPC:</p> <p>(1) For any technical clarification on CPPP / GeM / BOQ / Bidding Document or any tender condition thereof.</p>
14	Link for accessing training schedule regarding use of e-procurement portal by Bidders may be found at:	https://eprocure.gov.in/cppp/trainingdisp
15	Authority to be contacted in case of any clarification / request for entry permission for physical visit	<p>Name: Shri Amit Patra</p> <p>Designation: Disaster Management Executive</p> <p>Email: amit.patra@gov.in</p> <p>Phone: 9664664208</p>
16	Help Desk No. (For E-Procurement)	eProcurement Helpdesk Nos. (New Delhi) 0120-4200462, 0120-4001002, 0120-4001005

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Section 1 – Notice Inviting Bids (NIB)

Bid Reference No.: E-OPT-12/133/2022-Security Section

Date: 01/11/2022

Tender Title: Security Manpower Services for SEEPZ SEZ, Mumbai.

1. The SEEPZ- SEZ authority invites electronic bids from eligible bidders for Security Manpower Services at SEEPZ SEZ, Mumbai on the CPPP (Central Public Procurement Portal of Government of India). <https://eprocure.gov.in/eprocure/app>
2. Details pertaining to the scope of work, timeline and procedure to be followed may be seen under the Activity Schedule (Section 5).
3. The process of Open Competitive Bidding shall be followed for selection of suitable contractor. 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>. Bidders can download the bidding documents free of cost from this portal.
4. Interested bidders must register on the e-procurement portal and upload their technical and financial bids separately within the stipulated time and date i.e. 1500 Hours on 9th December 2022.
5. Detailed instructions regarding online submission of bids may be seen under Annexure I. In case of any issues or queries related to the e-procurement portal, kindly contact (1) Public Procurement Consultant (9503662190, rutwik.phatak@gov.in) (2) Primary Tender Custodian (9664664208, amit.patra@gov.in). Bidders are requested to check the system requirements for using the e-procurement portal and uploading bids adequately in advance to avoid issues from cropping up at the last minute.
6. The bidder is solely responsible for timely uploading of bids on the e-procurement portal. SEEPZ SEZ Authority shall not be liable for resolving any queries / issues raised on the last day of bid submission.
7. Technical bids shall be opened online at 1500 hours on 12th December 2022. Bidders can see the tender opening status by logging on to the e-procurement portal using their registered IDs.
8. Financial bids of only technically qualified bidders shall be opened at a date which shall be pre-disclosed on the e-procurement portal.
9. In case of any grievance / specific complaint regarding the tender process, the following authorities

as the Tender Evaluation Committee may be contacted with a formal communication on letter head or e-mail from authorized mail ID / person submitting the grievance or specific complaint. The contacts to be addressed are:

- a. DC, SEEPZ-SEZ (022-28290856, dcseepz-mah@nic.in)
- b. Jt. DC, SEEPZ-SEZ (022-28294772, jdcseepz-mah@nic.in)
- c. SO, SEEPZ-SEZ (022-28294734, anil.chaudhary66@gov.in)
- d. Asst. DC / I/C Procurement Cell, SEEPZ-SEZ (022-28294757, haresh.d@gov.in)
- e. Estate Manager / PAO, SEEPZ-SEZ (022-28294774, bjoe@nic.in)

10. SEEPZ SEZ Authority reserves the right to accept or reject any or all of the bids at any point of time during the bidding process.


Development Commissioner
SEEPZ SEZ Authority

Section 2 – Instructions to Bidders (ITB)

A. General

1. Introduction

- a) This Section provides the relevant information as well as instructions to assist prospective Bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Procuring Entity, being SEEPZ, SEZ Authority for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- b) Before preparing the bid and submitting the same to the Procuring Entity, being SEEPZ, SEZ authority, the Bidder should read and examine all the terms & conditions, instructions etc. contained in the Bidding Documents. Failure to provide required information or to comply with the instructions incorporated in this Bidding Documents may result in rejection of bids submitted by Bidders.
- c) The successful Bidder will be expected to complete the performance of Services by the Intended Completion Date as provided in the BDS.

2. Language of Bids

- a) Bid submitted by the Bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Procuring Entity, shall be written in English language. However, the language of any printed literature furnished by the Bidder in connection with its bid 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 bid, the English translation shall prevail.

3. Code of Integrity

- a) The Procuring Entity and all officers or employees of the Procuring Entity being SEEPZ, SEZ authority, whether involved in the procurement process or otherwise, or Bidders and their representatives or Service Providers or Service Providers 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 Bidder or a prospective Bidder, the SEEPZ Authority, after giving a reasonable opportunity of being heard, may take appropriate measures including –
 - i. exclusion of the Bidder from the procurement process;
 - ii. calling off of pre-contract negotiations and forfeiture or encashment of bid security;

- iii. forfeiture or encashment of any other security or bond relating to procurement;
- iv. recovery of payments made by the Procuring Entity along with interest thereon at bank rate;
- v. cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
- vi. debarment of the Bidder from participation in any future procurements of any Procuring Entity for a period of up to three years.

4. Eligibility

- a) This invitation to tender is open to all bidders eligible as described in the instructions to bidders. SEEPZ employees, Committee members, Board members and their relatives (Spouse or Children) are not eligible to participate in the tender. Bidders 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 Bid Data Sheet.
- c) Bidders shall submit a declaration regarding its eligibility vis-à-vis all the criteria mentioned under the instructions to bidders and the bid data sheet.

5. Qualifications

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

6. E-Tendering Online Bid Submission Process

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

B. Bidding Documents

7. Contents of Bidding Documents

- a) The Bidding Documents include the following Sections, which should be read in conjunction with any amendment issued in accordance with ITB.

- Section 1 Notice Inviting Bids (NIB)
- Section 2 Instructions to Bidders (ITB)
- Section 3 Bid Data Sheet (BDS)
- Section 4 Evaluation and Qualification Criteria
- Section 5 Activity Schedule
- Section 6 Bidding Forms
- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms
- Financial Bid 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/eprocure/app>) as specified in the BDS, Procuring Entity shall not be responsible for the correctness of the Bidding Documents, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with ITB.
- c) Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

8. Clarification of Bidding Documents

- a) A Bidder requiring any clarification of the Bidding Documents shall contact the SEEPZ, SEZ authority in writing / email at the Procuring Entity's address specified in the BDS.
- b) The Procuring Entity 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 bids within a period specified in the BDS. The Procuring Entity 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 Bidding Documents, the Procuring Entity shall amend the Bidding Documents following the procedure given under ITB.

9. Pre-bid Meeting

- a) In order to provide response to any doubt regarding Bidding Documents, or to clarify issues, a pre-bid meeting may be scheduled, as specified in the BDS.
- b) During the pre-bid meeting, the clarification sought by representative of prospective Bidders 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 Procuring Entity shall publish written response to such requests for clarifications, without identifying its source. In case required, amendment(s), in terms of ITB below shall be issued, which shall be binding on all prospective Bidders.

10. Amendments to Bidding Documents

- a) At any time prior to the deadline for submission of bids, the SEEPZ SEZ authority may, for any reason deemed fit by it, amend or modify the Bidding Documents 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 Bidders.
- c) In order to give reasonable time to prospective Bidders to take necessary action in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids and other allied time frames which may be linked with that deadline.
- d) Any Bidder who has downloaded the Bidding Documents should check the Amendment(s), if any, issued on the SEEPZ SEZ authority website and on the e-procurement portal. The Procuring Entity shall not be responsible in any manner if prospective Bidders miss any Amendment(s) published on Procuring Entity's website or on the e-procurement portal.

C. Preparation of Bids

11. Documents Comprising Bid

- a) Bidder's technical bid shall comprise the following:
 - Letter of Bid as per the form provided in Section 6 – Bidding Forms;
 - Bidder Information Form as per Form provided in Section 6: Bidding Forms;
 - Documents establishing Bidders' eligibility and qualification in accordance with Forms given in Section 6: Bidding Forms;
 - Any other document as required in the ITB or BDS
 - An Undertaking duly signed on the letter head from the Bidders to the effect that they agree and abide by the clauses / conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.
- b) Bidder's financial bid shall comprise the financial quote submitted in the excel template published along with these bidding documents.

12. Financial Quote

The evaluation of financial bids shall be excluding GST. Section 16 of the IGST Act categorizes services provided to SEZs as zero-rated. Hence, there shall be no instance of GST. (Detailed legal clarification on the non-applicability of GST is annexed herewith

at **Appendix E)**

13. Period of Validity of Bids

- a) Bids shall remain valid for a period of 180 days from the deadline of submission of bids unless otherwise specified in the Bid Data Sheet.
- b) In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
- c) The Bidder who agrees to the extension of the period of validity of bids so requested by the Procuring Entity shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A Bidder whose bid security is not extended or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of Procuring Entity will be final and binding in this regard.

14. Bid Security

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

15. Format and Signing of Bids

- a) The technical bids comprising all documents specified under ITB Clause 11 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 bid should be populated at the beginning of the document.
- b) Authorized signatory of the bidder shall sign, either physically or digitally, on each page of the bid. This signature should be accompanied by bidder's official seal.
- c) The financial bid must be submitted in the MS excel template provided with the bidding documents.

D. Submission and Opening of Bids

16. Sealing, Marking and Submission of Bids

- a) Bidders shall upload their technical and financial bids in separate folders provided on the e-procurement portal. Any indication of price offering in the technical bid shall lead to disqualification of the bidder.
- b) The procedure for online submission of bids shall be in accordance with the instructions given under Annexure I.

17. Deadline for Submission of Bids

- a) Bids must be received by the Procuring Entity online on the e-procurement portal no later than the date and time specified in the BDS.
- b) The date of submission and opening of bids shall not be extended except when:
 - sufficient number of bids have not been received within the given time and the Procuring Entity is of the opinion that further bids are likely to be submitted if time is extended; or
 - the Bidding Documents are required to be substantially modified as a result of discussions in pre-bid meeting or otherwise and the time for preparations of bids by the prospective Bidders appears to be insufficient for which such extension is required.
- c) In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with ITB 10.

18. Late Bids

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

19. Opening of Bids

- a) The technical bids shall be opened online on the date and time stipulated in the BDS
- b) Since the CPPP is a stable nationwide application any difficulty in uploading bids by any prospective bidder shall be provided assistance / helpline support of CPPP (Helpline No. 0120-4001005, 0120-4001002). However under no circumstances shall offline / copy of any bid be received. All bids in specified format shall be online in digital form.
- c) After due evaluation of the technical bids, the procuring entity shall notify the technically qualified bidders regarding the date of financial bid opening by giving at least 3 days' advance notice on the e-procurement portal.

- d) The financial bids of only technically qualified bidders shall be opened.

E. Evaluation and Comparison of Bids

20. Confidentiality

- a) Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders 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 Bidders.
- b) Any effort by a Bidder to influence the Procuring Entity in the evaluation or contract award decisions shall result in the rejection of its Bid.

21. Preliminary Examination of Bids

- a) The Bid Evaluation Committee constituted by the Procuring Entity shall conduct a preliminary scrutiny of the opened bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:
 - that the bid is complete and duly signed by authorized signatory;
 - that the bid is valid for the period, specified in the Bidding Documents;
 - that the bid is unconditional and that the Bidder has agreed to give therequired performance security;
 - that the bid is accompanied by a valid bid security; and
 - any other specific requirements put forth in the bidding documents.
- b) The tender evaluation shall proceed as per the Office Order No. 334/2022 dt. 21.10.2022 in the consolidated instruction to the extent applicable.
- c) Bids failing to meet these preliminary requirements shall be treated as non-responsive and shall not be considered further for evaluation.

22. Immaterial Non-conformities

- a) The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive;
- b) The Bid Evaluation Committee may request the Bidder 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 Bidder to comply with the request within the given time shall result in the rejection of its bid;
- c) The Bid Evaluation Committee may rectify immaterial non-conformities or omissions

on the basis of the additional information or documentation received from the Bidder.

- d) The decision of the Tender Evaluation Committee on admission and acceptability of any historical document shall be final and not liable to be contested as If shall be limited to historical documents prior to publication of tender notice as applicable.

23. Determination of Responsiveness

- a) The Bid Evaluation Committee constituted by the Procuring Entity shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;
- b) A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where: -
 - i. "deviation" is a departure from the requirements specified in the Bidding Documents;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - iii. "omission" is the failure to submit part or all of the information or documentation required in the bidding documents.
- 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 Bidding Documents; or
 - ii. Limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Employer or the obligation of the Bidder under the proposed contract; or
 - iii. If rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids;
- d) The Bid Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission;
- e) The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, 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 bid;
- f) Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

24. Non-conformities, Errors and Omissions

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

25. Evaluation of Bids

- a) Technical evaluation of bids shall be carried out based on the criteria stipulated under 'Section 4 – Evaluation and Qualification Criteria'. The evaluation committee shall not adopt any other criteria other than the ones already stipulated in the bidding documents.
- b) The evaluation of financial bids shall exclude GST. Section 16 of the IGST Act categorizes services provided to SEZs as zero-rated. Hence, there shall be no instance of GST. Detailed legal clarification on the non-applicability of GST is annexed herewith at **Appendix E**
- c) The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the bidder's financial offer. These factors may be related to the characteristics, performance, and terms and conditions of purchase of Non-Consultancy Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, shall be specified in Section IV - Qualification and Evaluation Criteria.

26. Right to Accept Any Bid and to Reject Any or All Bids

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

F. Award of Contract

27. Award Criteria

- a) Subject to its bid being technically qualified, unconditional and complete, the bidder offering the lowest rate shall be considered for award of contract.
- b) Only those Bidders who are found to be eligible as per the stipulated criteria shall be considered qualified for opening of financial bids. The technically qualified bidder offering the lowest reasonable offer shall be considered for award of contract.
- c) In case multiple L1s, the contract shall be awarded to the bidder with the highest turnover.

28. Notification of Award

- a) Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid 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 bid price. The expected date of award of contract is as stipulated under BDS.
- b) Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

29. Performance Security

- 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 a bank guarantee or demand draft or electronic transfer in the name of SEEPZ SEZ Authority of the amount specified in the BDS.
- b) Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security/debarment as per bid security declaration. In that event the Procuring Entity may award the Contract to the next lowest Bidder, whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
- c) The validity of the performance security shall be for a period of 45 days beyond the date of completion of all contractual obligations.

30. Other Statutory Requirements

Successful bidder 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, failing which the course of action stipulated under ITB clause 29 b) shall be applicable.

31. Signing of Contract

Promptly after notification of Award, the Procuring Entity shall send the successful Bidder the Contract Agreement. Within fourteen (14) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.

Section 3 – Bid Data Sheet (BDS)

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

ITB Para Reference	Particulars
ITB 1 c)	The intended completion date is: 31st December 2023
ITB 4 b)	Refer Qualification Requirements in Section 4 – Evaluation and Qualification Criteria
ITB 7 b)	The official website of SEEPZ SEZ Authority is: http://seepz.gov.in The e-procurement portal is: https://eprocure.gov.in/eprocure/app
ITB 8 a)	<p>The Client's address for seeking clarifications is:</p> <p>Primary Tender Custodian (PTC): Shri Amit Patra, DME, SEEPZ-SEZ, 9664664208, amit.patra@gov.in</p> <p>Roles of PTC:</p> <ol style="list-style-type: none"> (1) All preliminary queries/ telephone queries can be addressed to PTC. (2) PTC maintains a dedicated call log / e-mail received chronologically for the specific tender. (3) Provides response on email after due internal approval by Competent Authority. (4) Intimates / responds all prospective bidders of timelines including pre-bid, corrigendum etc. (5) Organize / support and facilitate all field / site visits. (6) Responds to queries and clarifications sought after due approval of the reply being furnished by Competent Authority. <p>Secondary Tender Custodian (SDTC): Shri Imran Shaikh, Executive, SEEPZ-SEZ, 7506749659, imran.shaikh@gov.in</p> <p>Roles of SDTC:</p> <ol style="list-style-type: none"> (1) SDTC shall be contacted only in case there is no response from the PTC. (2) The SDTC shall immediately update and inform the PTC in case of any inputs from prospective bidders. <p>Supervisory Tender Custodian (SVTC): Shri Rajesh Kumar, UDC, SEEPZ-SEZ, 022 28294703, rajesh.kumar12@nic.in</p> <p>Roles of SVTC:</p> <ol style="list-style-type: none"> (1) Supervising the work and timely response by PTC.

	<p>(2) Supervises Pre-bid meeting arrangements and issue of corrigendums / clarifications.</p> <p>Supra Supervisory Tender Custodian (SSTC):</p> <ol style="list-style-type: none"> 1. Shri Haresh Dahilkar, ADC, SEEPZ-SEZ (Contact: 022-28294757, haresh.d@gov.in) 2. Smt Bridget Joe, EA to DC / Estate Manager, SEEPZ-SEZ (Contact: 022 28294774, b.joe@nic.in) <p>Roles of SSTC:</p> <p>(1) Overall Supervision of all aspects related to the tender process.</p> <p>Tender Evaluation Committee: As notified by Office Order No. 334/2022 dt. 21.10.2022 (Office order is annexed as Appendix D).</p> <p>Public Procurement Consultant (PPC): Shri Rutwik Phatak, PPC, SEEPZ-SEZ, 9503662190, rutwik.phatak@gov.in</p> <p>Roles of PPC:</p> <p>(1) For any technical clarification on CPPP / GeM / BOQ / Bidding Document or any tender condition thereof.</p> <p>Queries may also be raised by using the 'seek clarifications' option available on the e-procurement portal.</p>
ITB 8 b)	<p>The bidders may submit their requests for clarification no later than 1800 Hrs on 9th November 2022 to deadline for submission of bids.</p>
ITB 9 a)	<p>The pre-bid meeting shall be held electronically at 1500 hrs on 11th November 2022.</p> <p>The web-link to attend the pre-bid meeting is as follows:</p> <p>Pre-bid meeting for Security Manpower Tender Hosted by SEEPZ SEZ</p> <p>https://seepz.webex.com/seepz/j.php?MTID=m912edcfa645b0cb264f8780e95bf2629 Friday, Nov 11, 2022 3:00 pm 1 hour (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi Meeting number: 2512 828 4778 Password: sec@11 (732111 from video systems)</p> <p>Join by video system Dial 25128284778@seepz.webex.com You can also dial 210.4.202.4 and enter your meeting number.</p> <p>Join by phone +65-6703-6949 Singapore Toll</p> <p>Access code: 251 282 84778</p>

ITB 12	<p>As per the Excel BOQ Template</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>
ITB 13 a)	Bids shall remain valid for a period of 180 days.
ITB 14	<p>The amount of bid security shall be Rs. 19,90,000/-.</p> <p>The beneficiary details are: Name of Account: SEEPZ-SEZ AUTHORITY FUND Account No: 3490116402 Name of Bank: CENTRAL BANK OF INDIA Address of Bank: SEEPZ-SEZ BRANCH, ANDHERI, MUMBAI IFSC Code of Bank: CBIN0281490 Payable at: Mumbai</p> <p>The address for submission of physical copy of the bid security is: Box titled "TENDER BOX" placed on the ground floor of the office of Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri (E), Mumbai 400096</p> <p>The bid security must be submitted in a sealed envelope bearing the words "BID SECURITY" in capital letters and the following information on its outer surface:</p> <p>a) Tender ID b) Tender Title c) Bidder Name and Address</p> <p>The deadline for submission of bid security is the same as the deadline for submission of bids specified in ITB 17 below.</p>
ITB 17	The deadline for submission of bids is 1500 hrs on 9 th December 2022.
ITB 19 a)	The technical bids shall be opened online at 1500 hrs on 12 th December 2022.
ITB 29 a)	The amount of performance security to be submitted by successful bidder shall be 3% of the total price quoted by the bidder.
ITB 28 a)	<p>The expected date of award of contract is 16th December 2022.</p> <p>1st January 2023 shall be date of commencement of contract, there shall be a handing over and taking over meeting with existing Service Provider and pre-contract meeting for Service Level Agreement (SLA) compliance on award of contract.</p>

Annexure I - Instructions for Online Bid Submission

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

REGISTRATION

1. Bidders 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 bidder Enrollment" on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders 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 CPP Portal.
4. Upon enrolment, the bidders 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 bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder 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 bidders 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 bidders 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 bidders 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 bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3. The bidder 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 BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid 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 bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid 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 bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders 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 bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by

- one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
 4. Bidder 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 bid 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 bid submission time. Otherwise the uploaded bid will be rejected.
 5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid 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 bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
 6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
 7. All the documents being submitted by the bidders 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 bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid 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/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission

message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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

ASSISTANCE TO BIDDERS

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 bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>. Bidders are requested to note that CPPP is built and maintained by the National Informatics Centre and that the Procuring Entity is not responsible for any technical issues related to the CPP Portal. All information contained in this annexure is taken directly from the CPP Portal. In case of any further queries, please contact Shri Vikram Satre at +91-82865-87409 or Public Procurement Consultant at 9503662190 during office hours i.e. between 10 AM till 6 PM on weekdays.

Section 4 – Evaluation and Qualification Criteria

This Section contains all the criteria that the SEEPZ SEZ Authority shall use to evaluate bids and qualify the Bidders in accordance with ITB 25. No other factors, methods or criteria shall be used for the purpose of evaluation.

Technical Evaluation Process

1. Preliminary Examination of Bids and Determination of Responsiveness

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

2. Qualification Requirements

The SEEPZ SEZ Authority shall assess qualifications of participating bidders according to the following criteria, based on the corresponding documentary evidence to be submitted by the bidders:

SN	Criterion	Documents to be submitted
1	Bidder must be a valid legal entity registered with appropriate government authority in the form of a firm / company / LLP and must be in existence for at least 5 years (i.e. since FY2016-17)	1. Registration / Incorporation certificate 2. Details of ownership, address, contact details including e-mail and telephone numbers.
2	Bidder must be registered with GSTN and must possess a valid PAN.	Copies of GSTIN and PAN.
3	Average Annual financial turnover of related services during the last three years (FY 2019-20, 20-21 & 21-22), ending 31st March of the previous financial year, should be at least Rs. 3,00,00,000.	Audited financial statements for the past 3 financial years. Provisional statement shall be accepted in lieu of audited FS only for FY2021-22. CA certificate clearly stating that the bidder has positive net worth during each of the past three FYs.
4	The bidder must have successfully executed/completed similar Services i.e. Security Manpower Services, over the last three years i.e. FY2019-20, FY20-21	Summary of relevant experiences. Completion certificates issued by the clients clearly mentioning the

	<p>and FY21-22.</p> <p>a. Three similar completed services costing not less than Rs. 4,00,00,000; or</p> <p>b. Two similar completed services costing not less than Rs. 5,00,00,000; or</p> <p>c. One similar completed service costing not less than Rs. 8,00,00,000.</p>	<p>name of the assignment, scope of work, value of the contract, etc. Satisfactory Performance Certificate from the previous Employer.</p> <p>In case of ongoing project the corresponding contract agreement / work order and self certification may be submitted provided, at least 80% of the total payment has been received by the service provider.</p>
5	Bidder should have a positive net worth during each of the past 3 financial years.	CA certificate clearly stating that the bidder has positive net worth during each of the past 3 FYs.
6	Must not be presently debarred / blacklisted by any procuring entity under the central government including PSUs and autonomous entities or by state governments or by multilateral agencies such as The World Bank, Asian Development Bank, etc.	Self-declaration of not having been debarred / blacklisted by any of the entities mentioned in this criterion at present.
7	The Bidders should have obtained a license from controlling authority, under Section 7(5) of "The Private Security Agencies (Regulation) Act, 2005.	Copy of valid license
8	Bidder must have at least 50 persons on roll and must be registered with ESIC and EPFO.	<p>Self-certification regarding availability of manpower along with ESIC and EPFO registration details.</p> <p>Copy of ESIC and EPFO Challan.</p>

Bidders must ensure that the documentary evidence submitted by them as proof of their qualification must provide the 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 their legibility without confusion. In case any information necessary for establishing bidder'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 bidder.

Financial Evaluation Process

For the purpose of financial evaluation, the evaluation committee shall use the comparison sheet generated on the e-procurement portal subsequent to financial bid opening. However, in case of any technical issues in identifying the lowest bidder using the system-generated comparison sheet, the evaluation committee may prepare a comparison sheet manually.

Section 5 – Activity Schedule

A. Background

Santacruz Electronics Export Processing Zone (SEEPZ) is a Special Economic Zone in Mumbai, India with a geographical spread of nearly 110 Acres with 9 major buildings (and other private buildings built by units on leased plots) with multiple private buildings (approximately 4 Lakh square feet of space).

B. Objectives and Scope of Work

The purpose of this service is to provision fool proof Security Measures at the SEEPZ,SEZ Authority's premises. The service provider would provide required equipment and personnel for the mentioned shifts as per the requirements of the SEEPZ,SEZ Authority.

The following indicate the different roles in the security services for which hiring is being done and the qualifications and experience required for the service persons.

B.1. Role and Responsibilities

Roles	Desired Qualifications	Responsibilities
Security Officer	<p>Should have knowledge of security related matters, industrial safety, fire fighting and allied functions</p> <p>Should be able to exercise command and control over the security personal deployed</p> <p>Physical standards and medical fitness as per PSARA Act and Rules (As per Maharashtra Private Security Agencies (Regulation) Rules, 2007 – point number 6- <i>“Standard of physical fitness and educational qualification for security guards”</i>)Appendix F)</p> <p>Should be minimum Graduate</p> <p>Should have knowledge of English, Hindi & Local Language</p> <p>Experience of 10 years as Security Officer</p> <p>Outstanding surveillance and</p>	<p>Patrol premises regularly to maintain order and establish presence</p> <p>Monitor and authorize entrance of vehicles or people in the property</p> <p>Presents losses and damage by reporting irregularities and informs violators of policy and procedures. Check surveillance cameras periodically to identify disruptions or unlawful acts</p> <p>Investigate people for suspicious activity or possessions</p> <p>Respond to alarms by investigating and assessing the situation</p> <p>Apprehend and detain perpetrators according to legal protocol before arrival of authorities</p> <p>Submit reports of daily surveillance activity and important occurrences</p>

	<p>observation skills.</p> <p>Strong reporting skills.</p> <p>Working knowledge of public safety, security operations, and procedures.</p> <p>Knowledge of state laws and regulations.</p>	
Security Supervisor	<p>Should have knowledge of security related matters, industrial safety, fire fighting and allied functions.</p> <p>Should be able to exercise command and control over the security personal deployed</p> <p>Physical standards and medical fitness as per PSARA Act and Rules (As per Maharashtra Private Security Agencies (Regulation) Rules, 2007 – point number 6- <i>“Standard of physical fitness and educational qualification for security guards”</i> See Appendix F)</p> <p>Should be minimum 12 Pass</p> <p>Should have knowledge of English, Hindi & Local Language</p> <p>Experience of 5 years</p>	<p>Should be required to carry out supervision of all security related activities in the organization as well as advice and assist security guards and other security related persons in carrying out their duties</p> <p>should be able to carry out or supervise protocol activities of receiving, escorting, seeing VIPs to and to liaise with police and other investigating agencies as and when required</p> <p>Should be available in general shift on All working days</p>
Un Armed Male Security Guard	<p>Should have knowledge of Security related matters, industrial safety and allied Functions</p> <p>Preference will be given to a person who has served in police and Home Guards</p> <p>Minimum 10 pass</p> <p>Should have knowledge of Hindi or English and local language</p> <p>Good physique and personality</p> <p>fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules (As per Maharashtra Private Security</p>	<p>Working shifts round the clock.</p> <p>Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.</p> <p>To provide private security to another person or property or both,</p> <p>To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed.</p> <p>To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties</p>

	<p>Agencies (Regulation) Rules, 2007 – point number 6- <i>“Standard of physical fitness and educational qualification for security guards”</i> See Appendix F)</p> <p>Minimum Experience 3 years</p>	
Un Armed Lady Security Guard	<p>Should have knowledge of Security related matters, industrial safety and allied</p> <p>Functions</p> <p>Preference will be given to a person who has served in police and Home Guards</p> <p>Minimum 10 pass</p> <p>Should have knowledge of Hindi or English and local language</p> <p>Good physique and personality</p> <p>fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules (As per Maharashtra Private Security Agencies (Regulation) Rules, 2007 – point number 6- <i>“Standard of physical fitness and educational qualification for security guards”</i> See Appendix F)</p> <p>Minimum Experience 3 year</p>	<p>Should be available on all working days. However it should be ensured that they are given weekly offs and shifts are rotated</p> <p>Carry out activity of protecting the premises from any un authorized entry, robbery, theft etc.</p> <p>To provide private security to another person or property or both,</p> <p>To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed.</p> <p>To bring to the notice of supervisor the violation of any law noticed during the course of discharge of his duties</p>
Baggage Inspector	<p>Should have knowledge about Baggage screening procedures and experience using baggage screening equipments.</p> <p>Fulfilling requirements of physical standards and medical fitness as per PSARA Act and Rules (As per Maharashtra Private Security Agencies (Regulation) Rules, 2007 – point number 6- <i>“Standard of physical fitness and educational qualification for security guards”</i> See Appendix F)</p>	<p>Work in shifts round the clock</p> <p>To undertake screening of bag or packages and articles being brought in and out of the premises</p> <p>To render necessary assistance to the police in the process of any investigation pertaining to the activities of the organization in which he is employed</p> <p>To bring to the notice of supervisor</p>

	<p>Minimum 12 pass</p> <p>Should have knowledge of Hindi or English and local language</p> <p>Minimum experience 1 year</p>	<p>the violation of any law noticed during the course of discharge of his duties</p>
CCTV Operator	<p>Back ground of surveillance and monitoring through CCTV systems</p> <p>Knowledge of security procedures and protocols</p> <p>Minimum 12 pass</p> <p>Should have knowledge of Hindi or English and local language</p> <p>Minimum experience 3 years</p>	<p>Work in shifts round the clock</p> <p>overall responsible for all CCTV surveillance security, vigilance including maintenance of documents related to CCTV operations</p>

B.2. Additional Responsibilities

In addition to roles and responsibilities indicated above following shall also be part of responsibilities of security man power.

(i) To Provide Security services for protection of life, Security against theft, pilferage, fire etc for man and material in the premises.

(ii) Physical guarding of entry/exit points, Responsible for frisking/checking of the visitors during office hours and after, Screening /Directing of visitors .Visitor management in common and during special occasions. Guiding visitors to the concerned officials/occupants, regulating entry. Control the access of persons/vehicles in to and out of the complex and regulating entry of unwanted visitors/sales man and maintenance of visitor register.

(iii) Checking of gate passes, allowing the entry and exit of material and regulating the entry and exit of vehicles accordingly. Records of the inwards and outwards movement of men and material's, vehicles etc to be maintained with proper checking as per instructions given from time to time by the SEEPZ,SEZ Authority.

(iv) Patrolling and guarding various common areas and surroundings to ensure adequate safety and security. Preventing entry of stray animals like cow, dogs etc. Round the clock patrolling of sites. Ensuring that boom barriers and access control systems are monitored and are in operational condition.

(v) Assisting the occupants during emergency evacuation of building. Effective involvement during the crisis management like accidents and bomb threats. Involve in frequent drills for preparation for emergencies. Handling of disaster management in case of emergencies and

disasters.

(vi) Rescue operation of passengers if stranded in lifts, Help occupants in any accidents or medical emergencies. Handling situation in case of fire.

(vii) Liaison with appropriate agencies in case of disaster and emergencies and keep excellent liaison and contact with all such agencies.

(viii) Lodging of Complaints/FIR in case of any crime or violence and assist the police and other security agencies in their investigation in any related matter.

(ix) Any other responsibility in connection with performance of the roles specified though not specifically covered above shall also be considered as part of the responsibilities of the security man power.

C. Terms and Conditions

C.1. SEEPZ,SEZ Authority's obligations

(i) The SEEPZ,SEZ Authority will give basic training/familiarization of the Security services required to be done by the personnel to be deployed by the Service Provider under the contract for 2 to 3 days in premises and this period will not be counted as shift manned by Service Provider's personnel for the purpose of payment under the contract.

(ii) SEEPZ,SEZ Authority shall provide necessary infrastructure, Equipments such as X ray baggage screening if such screening is involved , furniture etc for the security personnel to carry out their functions .However uniform, torches, lathi Arms, badges, etc shall be provided by service provider.

(iii) Deployment of security man power shall be with the concurrence of nominated official of SEEPZ,SEZ Authority and nominated official shall be responsible for close co ordination with the service provider and shall monitor the activities performed by the service provider persons and will be responsible for its optimum utilization.

(iv) The SEEPZ,SEZ Authority shall share deployment maps, patrol routes, time slots for deployment and a standard operating protocol for adherence by the Service provider and non-compliance thereof shall be interpreted as violation of the Service Level Agreement.

(v) The client being SEEPZ, SEZ administration shall notify a Contract Management framework wherein a hierarchical contract monitoring of management of the service providers adherence to the Contract Conditions and SLA's shall be monitored, evaluated and payment milestones appeared as per pre-agreed rates quotes, accepted and contract awarded thereof. Penal fine as per due provision of contract shall be levied on failure to confirm to all SLA's as per the Vendor/Service provider having shortcoming in the SLA's as per the contract agreement such conflict management shall have a pre-defined periodicity.

(vi) The client may specify a digital platform or an electronic interface in the nature of a HRMS for calculating/confirming attendance, SLA compliance and mandated labour compliances,

grievances, misdeed or non compliance of SLA mandates and the service vendor shall be bound to provision the same and report as per periodically specified the HRMS/digital application shall be provisioned at the SEEPZ, SEZ Authority cost and shall be provisioned free to the Service Vendor.

C.2. Service Provider's Obligations

(a) Employment of man power by service provider:

(i) Service provider providing the security services shall not employ or engage any person unless he or she is a citizen of India or a citizen of such other country as permitted to be employed in terms of Government rules and regulations in force.

(ii) Service provider shall employ only man power who has completed eighteen years of age and not above 60 years of age. Security agency shall only employ man power who satisfied the service provider about his character and antecedents and has completed the prescribed security training. Service provider shall only engage man power fulfilling such physical standards as may be prescribed in the PSARA 2005 and rules as amended on date. Further man power shall satisfy any other conditions as may be prescribed in relevant rules.

(iii) No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct, or moral turpitude while serving in any of the armed forces of the Union, State Police Organization, Central or State Governments or in any private security agency shall be employed or engaged by the service provider.

(iv) The antecedents of security staff deployed shall be verified by the service provider from local police authority and an undertaking in this regard is to be submitted to the department and SEEPZ,SEZ Authority shall ensure that the service provider complies with the provisions.

(v) The service provider shall deploy his personnel only after obtaining the SEEPZ,SEZ Authority approval upon interview, duly submitting curriculum vitae (cv) and police verification details of personnel. SEEPZ,SEZ Authority shall be informed at least one week in advance and service provider shall be required to obtain departments approval for all such changes along with their CVs.

(vi) The SEEPZ,SEZ Authority shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the SEEPZ,SEZ Authority, emergencies, exempted

(vii) The Service Provider, at all times, shall ensure that the manpower deployed meets the minimum qualification and experience requirements stipulated in the scope of work above.

(viii) The Service Provider shall, at all times, abide by the applicable minimum wages rules as notified by the Ministry of Labour and Employment, Government of India (for Watch & Ward). The current minimum wage requirements are consolidated and specified under **Appendix G1**. The service provider must ensure that remuneration paid to all employees deputed under this

assignment is commensurate with the minimum wages applicable at that time.

(b) Registers to be maintained by Service provider

(i) Service Provider shall maintain a register containing name and addresses of the persons managing the private security agency, names, addresses, photographs and salaries of the security manpower and supervisors under its control and such other particulars as may be prescribed under PSARA act. The client may provision for a HRMS application or a digital platform wherein the details of all personnel shall as instructed be hosted as per clients requirement including wage, labour mandate compliance attendance etc.

(ii) Service provider will maintain a register on which day today employment of personnel with SEEPZ,SEZ Authority will be entered and same will be countersigned by the authorized official of the SEEPZ,SEZ Authority. While raising bill the deployment particulars of the personnel engaged during the month, shift wise should be shown to SEEPZ, SEZ Authority. SEEPZ, SEZ Authority may call for such information as it considers necessary from service provider.

(iii) The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the SEEPZ, SEZ Authority or any other authority under Law.

(c) Issue of photo identity card

- Every security man power deployed by the service provider shall be issued a photo identity card, by the service provider.
- The photo identity card shall be issued in such form as may be prescribed by the SEEPZ, SEZ Authority and complying with PSARA Act and rules.
- Every security man power shall carry on his person the photo identity card issued under and shall produce it on demand for inspection by the SEEPZ, SEZ Authority or any other officer authorized by same.

(d) Requirements of Licenses

(i) Service provider shall be holding a valid license under the provision of Private Security Agency Regulations Act (PSARA) providing for operation in the respective State or Union territory where services are being offered. Service provider shall ensure that all the relevant licenses/registrations/permissions which may be required for providing the services are valid during the entire period of the contract failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the service provider to the SEEPZ,SEZ Authority on demand.

(ii) The service provider shall comply with all the legal requirements for obtaining license under contract labor regulations and abolition act 1970 if any at his own part and cost. The requirement shall be depending up on the number of persons engaged for the organization in terms of the provisions of the relevant act.

(iii) The service provider shall maintain all statutory registers required to be maintained as per license provisions under the law and shall produce same on demand to the SEEPZ, SEZ Authority

or any other authority under the law.

(e) Training

(i) The Service Provider shall have its own Establishment/set up/mechanism/Training institute recognized under PSARA 2005 or have tie up with institutions recognized in terms of PSARA 2005 to provide training for security man power with them to ensure correct and satisfactory performance of his/her liabilities and responsibilities. Only such man power who have undergone training and holding certificate should be deployed under the contract, The training shall be for a minimum period as specified in the PSARA act and in terms of the detailed training syllabus as prescribed in the act. The ex-servicemen and former police personnel shall however be required to attend a condensed course only as per provisions in the PSARA Act.

(f) Reports

All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the SEEPZ, SEZ Authority.

(g) Conduct of the security man power deployed

(i) The security manpower shall not accept any gratitude or reward in any form

(ii) Under the terms of their employment agreement with the Service Provider the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Service Provider.

(iii)The personnel engaged by service provider have to be extremely courteous with very pleasant mannerism in dealing with the SEEPZ, SEZ Authority and should project an image of utmost discipline. SEEPZ,SEZ Authority shall have right to have any person removed in case of its staff complaints or as decided by representative of the SEEPZ,SEZ Authority if the person is not performing the job satisfactorily or otherwise. The Service Provider shall have to arrange suitable replacement in all such cases.

(iv) Security man power engaged by the Service Provider shall not take part in any staff union and association.

(v) The persons deployed shall, during the course of their work be privy to certain confidential documents and information which they are not supposed to divulge to third In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

(h) Uniform and Badges

(i) Service provider shall ensure that all security man power shall put on arms badge distinguisher the Agency for which they are working, shoulder or chest badge to indicate his role or function. Man power employed as Security guards shall, have whistle attached to the whistle cord and to be kept in the left pocket,. Shoes with eyelet and laces, headgear which may also carry the distinguisher mark of the service provider.

(ii) The clothes worn by the security man power while on active duty shall be such that they do not hamper in his efficient performance. In particular they will neither be too tight nor too loose as to obstruct movement or bending of limbs.

(iii) Every man power functioning as security guard will carry a notebook and writing instrument with him.

(iv) Every security person shall be provided one good quality torch and one baton by the Service Provider.

(v) Every man power functioning as security guard while on active security duty will wear and display photo- identity card issued on the outer most garment above waist level on his person in s conspicuous manner.

(vi) Parameters of the uniform shall confirm to provisions of PSARA 2005.

(i) Monitoring and Supervision by the service provider

(i) Service provider shall ensure that adequate supervision will be provided to ensure correct performance of the man power deployed in accordance with the prevailing assignment instructions agreed upon between the service provider and SEEPZ,SEZ Authority. Even if security supervisor is not availed by the SEEPZ, SEZ Authority service provider should keep track of performance of the staff deployed and give necessary support to ensure good performance.

(ii) The Service Provider will deploy supervisors as per the need given by the SEEPZ, SEZ Authority. The supervisor shall be required to work as per the instructions of SEEPZ, SEZ Authority.

(iii) The Service Provider shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.

(iv) The Service Provider shall be responsible to maintain all property and equipment of the SEEPZ, SEZ Authority entrusted to it.

(v) The Service Provider shall nominate a coordinator who shall be responsible for regular interaction with the SEEPZ, SEZ Authority so that optimal services of the persons deployed could be availed without any disruption.

(j) Working hours and Reporting Time

i. The personnel will have to report to the SEEPZ, SEZ Authority's security office at least 30 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the

SEEPZ,SEZ Authority.

- ii. The working hours and days of the outsourced employees will be as per the existing applicable rules of the respective Central/State Government However, they have to work on holidays, if necessary and required based on demand of work.
- iii. In an event of deployed personnel availing leave and if required by SEEPZ, SEZ Authority suitable substitute(s) shall be provided by service provider.
- iv. Consequent to poor performance of deployed manpower, service provider shall immediately replace the deployed manpower.
- v. Working shifts (includes day and night shift) hours shall be mutually agreed upon between SEEPZ,SEZ Authority and service provider prior to deployment of manpower.
- vi. The attendance of the employees will be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the SEEPZ, SEZ Authority. In case biometric system insisted, same is to be made available by SEEPZ, SEZ Authority and access to be provided to the security persons deployed by service provider
- vii. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Corporation or office The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

(k) Physical standards and Medical check up

- (i) The security man power deployed shall be eligible for being engaged or employed if he or she fulfills the standards of physical fitness as specified in the PSARA Act 2005. Service provider is therefore required to ensure that all deployed man power fulfill the requirements specified in PSARA Act. Service provider Agency should get medical check-up of its staff at the time of their induction in the rolls of the agency to ensure their fitness for the job assigned and annual medical check-ups to be done as prescribed under PSARA. A record of the same shall be maintained in the personal file of the security personnel. In case SEEPZ, SEZ Authority demands for a copy of medical fitness certificate at time of deployment to their organization same shall be given
- (ii) The security man power deployed should be free from evidence of any contagious or infectious disease. He or she should not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.
- (iii) No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the SEEPZ, SEZ Authority.

(l) Applicable Leave

(i) Services hired is for all 7 days also it shall be ensured that service personnel's are given at least 4 holidays in a month.

(ii) The applicable casual leave is to be provided to the personnel and the payment for the applicable leave also shall be taken in to account for calculation of the payment to be made by the SEEPZ,SEZ Authority.

(iv) Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the SEEPZ,SEZ Authority in the billed amount if no replacement is provided besides any penalty for not providing substitutes as indicated in SLA

C.3. Special Terms and Conditions

(a). Legal Status

(i) The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.

(ii) For all intents and purposes, Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the SEEPZ,SEZ Authority.

(iii)The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the currency or after expiry of the Agreement

(iv) The SEEPZ,SEZ Authority will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider. The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the SEEPZ,SEZ Authority would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider

(b) Indemnity

(i) The Service Provider will not be held responsible for the damages/sabotage caused to the property of the SEEPZ,SEZ Authority due to the riots/mobs attack/armed dacoit activities or any other event of force majeure

(ii) The SEEPZ,SEZ Authority will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the employee or by the Service Provider.

(iii) The employees as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the SEEPZ,SEZ Authority would not be liable or responsible in any manner. The onus of compliance

to all the applicable laws/acts/rules shall only rest with the Service Provider

(iv) The SEEPZ,SEZ Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation

(c) Disclosure of Information related to services rendered

(i) Man power engaged by the Security man power service provider shall not divulge any information acquired by him or her during such employment with respect to the work which he or she has been assigned to anyone other than the SEEPZ,SEZ Authority or to such person as the SEEPZ,SEZ Authority directs. However such disclosure as may be required under PSARA Act or in connection with any inquiry or investigation by the police or as may be required by an authority or process of law shall be exempted from this.

(ii) All security man power engaged by the service provider shall however render necessary assistance to the police or to such authority in the process of any investigation pertaining to the activities of that agency. If violation of any law is noticed by any security man power during the course of discharge of duties, he r she shall bring it to the notice of s superior, who in turn shall inform the police either through SEEPZ,SEZ Authority or service provider or on his own.

(d) Ownership and retention of Material

(i) SEEPZ,SEZ Authority shall own the material and documents provided to the Service Provider if any in connection with performance of this contract. Service Provider shall not, without the prior written consent of SEEPZ,SEZ Authority store, copy, distribute or retain any material or Documents.

(ii) Service Provider shall, upon termination of this agreement for any reason, or upon demand by SEEPZ,SEZ Authority, whichever is earliest, return any and all material and information provided to Service Provider by SEEPZ,SEZ Authority, including any copies or reproductions, both hardcopy and electronic.

(iii) The Service Provider or man power provided shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by SEEPZ,SEZ Authority, out of SEEPZ,SEZ Authority premises without prior written permission from SEEPZ,SEZ Authority.

(e)Changes: Nodal officer of the SEEPZ,SEZ Authority or any other authorized official shall be competent to ask for any changes in the scope of work. SEEPZ,SEZ Authority is entitled to increase the quantum of order regarding number of man power by 25% and similarly shall be competent to reduce the man power also by 25%. The hiring of additional manpower shall be completed within 10 working days from the issue of order by the SEEPZ,SEZ Authority.

(f) Transportation: The responsibility of arranging commutation for the man power and transportation of any items which are in the scope of service provider and requiring the transportation shall be responsibility of service provider.

(g) Insurance requirements.

Service provider shall be responsible for any insurance requirements for the man power deployed regarding accidents etc. No claim for any compensation or damages on account of Any injury or death of man power while performing the duties shall be entertained by the SEEPZ,SEZ Authority Insurance requirements if any for the property or premises for which security is offered shall be the responsibility of the SEEPZ,SEZ Authority.

(h) Payment terms

(i) The Service Provider Agency shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment for the support staff engaged from their account.

(ii) Proof of deposit of both employers share and employees share of ESI & EPF shall be submitted to the SEEPZ,SEZ Authority by the end of 15 day of succeeding month.

(iii) The Service Provider shall furnish statement of amounts paid for the month to the persons deployed along with cheque number or bank transfer details and date and Bank account from which the payment has been made. Service Provider is to furnish a copy of bank statement in support of amount paid as and when required by SEEPZ,SEZ Authority.

(iv) The Service Provider shall be responsible for timely payment of take home remuneration to the supporting staff and deposit of EPF and ESI (both employee and employer share), failing which suitable penalties as per SLA and any other actions as per existing rules and regulations shall be taken

(v) The Service Provider shall submit before the SEEPZ,SEZ Authority, one copy of the monthly challan with Electronic Challan Cum receipt sheet indicating break down of contribution of each and every hired employee regarding EPF and ESI within 7 days from the date of filing. In case of any return in the form of monthly, quarterly and annual returns applicable same also to be filed and copy to be furnished to SEEPZ,SEZ Authority.

(vi) The payment to the Service Provider will be made on monthly basis, after the end of the month, depending upon the actual duration of the services rendered as per order.

(vii) Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider is deemed to have confirmed that penalty whenever becomes payable, the same shall be deducted by the SEEPZ, SEZ Authority from the payments due to the Service Provider.

(viii) The Service Provider shall ensure payment regularly for the deployed man power to their entitlements like monthly salaries/wages etc. and submit the documentary proof of the salary paid as per the breakup of components given by the SEEPZ,SEZ Authority. Bill for a month will be paid only after submission of certificate of disbursement of wages along with breakup of salary components of previous month. The format for breakup of salary paid is attached as **Appendix G2**.

(ix) Bonus in accordance with the Bonus Act which at present is one month basic wage (not below Rs7000/-) which comes to monthly payment 8.33% of minimum wage or Rs 7000/-. In case of any changes in the bonus rates as per relevant notifications same shall be applicable. Bonus shall be payable only to the resources completing the required number of working days and fulfilling the requirements.

(x) In case of any changes in the minimum wages as per the Central Government Minimum Wages Notification during the Contract period, SEEPZ, SEZ Authority shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro rata basis. Therefore the increase in minimum wages shall be applicable and contract value amount shall be considered as revised up to the extent of increase due to increase of minimum wages.

(xi) The payment shall be made as per the contract and after deduction of relevant penalties, if any. Service Provider shall raise the invoice as per the arrangement in the contract towards the Services rendered in the previous month to the SEEPZ,SEZ Authority. Payment shall be effected by credit into the bank account of the Service Provider within 10 days of receiving the invoice, complete in all respects. The Service Provider shall provide correct bank account number and other details of the bank to enable the SEEPZ,SEZ Authority to credit the payment directly into the account. SEEPZ,SEZ Authority shall pay the Service Provider all due amount as per the invoice, that are not the subject to dispute, within 10 days after receipt of a valid invoice that complies in all material respect in terms of this agreement; the payment shall be subject to any reduction such as penalty, statutory deductions, etc.

(i) Statutory compliances - Service provider shall abide by the PSARA Act, Minimum wages Act, Contract labor Act etc. as applicable from time to time for man power employed for undertaking the services. The Labour Compliance statutes and codes to be followed are annexed as **Appendix I**.

(j) Requirements of Manpower

SN	Category	Quantity of Manpower (Nos.)	Quantity of Reliever (Nos.)
1	Security Officer	1	26
2	Security Supervisor	7	
3	Un Armed Male Security Guard	118	
4	Un Armed Lady Security Guard	16	
5	Un Armed Male Security Guard - Baggage Inspector	14	
6	Un Armed Male Security Guard - CCTV Operator	7	
Total		163	26

(k) Deployment of Manpower

Deployment of SEEPZ security guards is managed shift wise (3 shifts each of 8 hours), deployment is as following:

Location	Nos.	No. of SEEPZ Security Deployment		
		First Shift (7AM to 3PM)	Second Shift (3PM to 11PM)	Third Shift (11PM to 7AM)
Deployment Location - 1	39	16	16	8
Deployment Location - 2	19	9	9	1
Deployment Location - 3	33	16	16	1
Deployment Location - 4	4	2	1	1
Deployment Location - 5	6	2	2	2
Deployment Location - 6	2	1	1	-
Deployment Location - 7	2	1	1	-
Deployment Location - 8	9	3	3	3
Deployment Location - 9	3	1	1	1
Deployment Location - 10	3	1	1	1
Deployment Location - 11	6	1	1	4
Deployment Location - 12	3	1	1	1
Deployment Location - 13	3	1	1	1
Deployment Location - 14	3	3	-	-
Deployment Location - 15	2	1	1	-
Deployment Location - 16	16	-	8	8
Deployment Location - 17	5	2	2	1
Deployment Location - 18	3	1	1	1
Total	162	62	66	34
Reliever	26			

*Deployment location are kept confidential in the tender document. Successful Bidder as being awarded tender shall be shared the restricted maps, deployment location and SOP subject to a non disclosure agreement thereof.

5. Penalties and Termination

(I) The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA and in case of three Consecutive defaults against same events, the contract will be liable to be cancelled. However non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements will be considered as a major default and the contract will be cancelled immediately without giving any further notice.

SL. NO	Service Level Agreement	Baseline Penalties For Breach	1 Instance	2 Instance	3 Instance

SL. NO	Service Level Agreement	Baseline Penalties For Breach	1 Instance	2 Instance	3 Instance
1.	Delay in deployment of security personnel by the service provider	Deployment to start Within 2 weeks of the placement of service order	In case of deployment is made after 2 weeks of placement of order and delay is due to service provider 1% of the value of the contract shall be levied as penalty. However SEEPZ,SEZ Authority shall be at liberty to cancel the order without any further reference to service provider in case so desire	In case of deployment is made after 3 weeks of placement of order and delay is due to service provider 2% of the value of the contract shall be levied as penalty. However SEEPZ,SEZ Authority shall be at liberty to cancel the order without any further reference in case so desire	In case deployment not made 4 weeks after placement of order the contract shall be terminated without any reference
2	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behaviour etc with public or employees of SEEPZ,SEZ Authority or other employees of service provider	No instance	Replacement of security personnel and Rs 500 fine on the service provider	Replacement of security personnel and Rs 1000 fine on the service provider	Replacement of security personnel and Rs 5000 fine on the service provider
3	Security personnel	No instance	One day Salary	One day	One day

SL. NO	Service Level Agreement	Baseline Penalties For Breach	1 Instance	2 Instance	3 Instance
	not found displaying photo id or not in proper uniform		due to the employee concerned for the day and Rs 500 penalty on service provider	Salary due to the concerned employee and Rs 1000 penalty on service provider	Salary due to the employee concerned and Rs 2500 penalty on service provider
4	Security personnel indulging in drinking/sleeping	Zero instance	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 1000 on the service provider	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 2500 the service provider	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 5000 on the service provider
5	If the resource is absent or takes leave without informing or taking prior approval and if service provider fails to provide a substitute	No instance	Penalty equal to wage of the person who was to do duty shall be levied along with an amount of Rs 500 on the service provider	Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 500 on the service provider	Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 1000 on the service provider
6	In case of expiry of any of the licenses required for performing the services	Termination of the contract			

SL. NO	Service Level Agreement	Baseline Penalties For Breach	1 Instance	2 Instance	3 Instance
	such as PSARA, etc				
7	Delay in payments of take home remuneration by the Service Provider to resources employed ,Delay in deposit of EPF and ESI (both employee and employer share)	Rs 1000 for each default			
8	In case of violation Minimum wages Act , Contract labor Act etc. as applicable from time to time applicable for the services	Penalty of Rs 5000 for default in addition to termination of contract and all responsibility on account of violation shall be responsibility of service provider			
9	Cumulative penalty	Cumulative penalty shall not exceed 10% of the total contract value and in case exceeds contract is liable to be cancelled			

Format of Financial Bid

The form for submission of financial bid in MS Excel format is uploaded on the e-procurement portal simultaneously with these bidding documents in accordance with ITB Clause 7 a). Bidders are required to quote rates against all line items and include other charges, if any based on their experience of providing similar services, under the 'service charges' line item. The service charge shall be a lumpsum amount in rupees and there is no baseline estimation for the same.

Section 6 – Bidding Forms

SN	Name of the Form	Page No.
1	Letter of Bid	50
2	Checklist of documents comprising bid	52
3	Bidder Information Form	53
4	Bidder's Qualification Information	54
5	Financial Bid Format	Uploaded Separately as a .xls file

1. Letter of Bid

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

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

Date:

Bid Ref. No.:

To,
The Development Commissioner
SEEPZ Service Centre Building,
SEEPZ SEZ, 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 Bidders;
2. We meet the eligibility requirements in accordance with ITB 4 and have no Conflict of Interest in accordance with GFR 175;
3. We offer to perform, in conformity with the Bidding Documents, the following Non-Consultancy Services: "Security Manpower Services at SEEPZ-SEZ, Mumbai".
4. Our final financial offer is as submitted in our financial bid.
5. Our bid shall remain valid for 180 days from the last date of submission of the bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents;
7. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process;
8. We are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
9. 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;
10. We hereby certify that we are neither associated nor have been associated directly or indirectly with the Service Provider 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;

11. 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;
12. 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;
13. 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;
14. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
15. We understand that SEEPZ SEZ Authority is not bound to accept the lowest evaluated bid or any other bid that SEEPZ SEZ Authority may receive and that the decision of the SEEPZ, SEZ authority shall be final & binding.

Name of the Bidder:

Name of Bidder's Authorized Signatory:

Designation of the person signing the Bid:

Signature of the person named above

Date signed

2. Checklist of documents comprising bid

SN	Document	Included (Y/N)	Page No.
1	Letter of Bid as per the form provided in Section 6 –Bidding Forms		
2	Bidder Information Form as per Form provided inSection 6: Bidding Forms		
3	Documents establishing Bidders' eligibility inaccordance with BDS (ITB 4 a)		
4	Documents establishing Bidders' qualification in accordance with Forms given in Section 6: BiddingForms		
5	An Undertaking duly signed on the letter head from the Bidders to the effect that they agree and abide by the clauses / conditions of Bidding Documents issuedby the Procuring Entity and any amendment made thereafter.		
6	Financial Bid (to be uploaded in a separate folder)		NA

3. Bidder Information Form

Date:

Bid Ref. No.:

Bidder's Name:	
Bidder's legal entity status:	Firm / LLP / Pvt. Ltd. Company / Ltd.Company
Bidder's year of incorporation / registration:	
Bidder's complete registered address:	
Bidder's PAN:	
Bidder's GSTIN:	
Information regarding bidder's authorized representative:	Name: Designation: Address: Email:
Name(s) of promoter(s) and members of the board of directors.	
Bidder's bank account details:	Account Name: Bank Name: Branch Name: IFSC Code:

4. Bidder's Qualification Information

SN	Criterion	Bidder's Qualification	Documents to be submitted	Documents submitted	Page No.
1	Bidder must be a valid legal entity registered with appropriate government authority in the form of a firm / company / LLP and must be in existence for at least 5 years (i.e. since FY2016-17)		3. Registration / Incorporation certificate Details of ownership, address, contact details including e-mail and telephone numbers.		
2	Bidder must be registered with GSTIN and must possess a valid PAN.		Copies of GSTIN and PAN.		
3	Average Annual financial turnover of related services during the last three years (FY 2019-20, 20-21 & 21-22), ending 31st March of the previous financial year, should be at least Rs. 3,00,00,000.		Audited financial statements for the past 3 financial years. Provisional statement shall be accepted in lieu of audited FS only for FY2021-22. CA certificate clearly stating that the bidder has positive net worth during each of the past three FYs.		
4	The bidder must have successfully executed/completed similar Services		Summary of relevant experiences. Completion certificates issued by the clients clearly mentioning the		

	<p>i.e. Security Manpower Services, over the last three years i.e. the current financial year and the last three financial years</p> <p>d. Three similar completed services costing not less than Rs. 4,00,00,000; or</p> <p>e. Two similar completed services costing not less than Rs. 5,00,00,000; or</p> <p>One similar completed service costing not less than Rs. 8,00,00,000.</p>		<p>name of the assignment, scope of work, value of the contract, etc. Satisfactory Performance Certificate from the previous Employer.</p> <p>In case of ongoing project the corresponding contract agreement / work order and self certification may be submitted provided, at least 80% of the total payment has been received by the service provider.</p>		
5	Bidder should have a positive net worth during each of the past 3 financial years.		CA certificate clearly stating that the bidder has positive net worth during each of the past 3 FYs.		
6	Must not be presently debarred / blacklisted by any procuring entity under the central government including PSUs and autonomous entities or by state governments or by multilateral agencies such as The World Bank, Asian Development Bank, etc.		Self-declaration of not having been debarred / blacklisted by any of the entities mentioned in this criterion at present.		

7	The Bidders should have obtained a license from controlling authority, under Section 7(5) of "The Private Security Agencies (Regulation) Act, 2005.		Copy of valid license		
8	Bidder must have at least 50 persons on roll and must be registered with ESIC and EPFO.		Self-certification regarding availability of manpower along with ESIC and EPFO registration details. Copy of ESIC and EPFO Challan.		

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 Service Provider as certified by the Employer; 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 the price to be paid for the performance of the Service, in accordance with Clause 6s; d) "Employer" means the party who employs the Service Provider as specified in SCC; e) "GCC" means these General Conditions of Contract; f) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them; g) "Personnel" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof; h) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer as specified in SCC; i) "Service Provider's Bid" means the completed Bidding Document submitted by the Service Provider to the Employer; j) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented; k) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A - Schedule of Activities;
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 the client's location as specified in the SCC.
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 Employer or the Service Provider may be taken or executed by the officials specified in the SCC.
1.7 Taxes and Duties	The Service Provider and their Personnel 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.
1.8 Code of Integrity	The Employer, the Service Provider and their representatives shall strictly adhere to the code of integrity as stipulated under GFR 175.
2. Commencement, Completion, Modification, and Termination of Contract	
2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.
2.2 Commencement of Services	

<p>2.2.1 Program</p> <p>2.2.2 Starting Date</p>	<p>Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.</p> <p>The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.</p>
<p>2.3 Intended Completion Date</p>	<p>Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.</p>
<p>2.4 Modification</p>	<p>Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p>
<p>2.5 Force Majeure</p>	
<p>2.5.1 Definition</p> <p>2.5.2 No Breach of Contract</p> <p>2.5.3 Extension of Time</p>	<p>For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>

<p>Payments</p>	<p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.</p>
<p>2.6 Termination</p>	
<p>2.6.1 By the Employer</p>	<p>The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub- Clause 2.6.1:</p> <ul style="list-style-type: none"> a. if the Service Provider 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 Employer may have subsequently approved in writing; b. if the Service Provider become insolvent or bankrupt; c. if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or d. if the Service Provider, in the judgment of the Employer has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.
<p>2.6.2 By the Service Provider</p>	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:</p> <ul style="list-style-type: none"> a. if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not

<p>Payment upon termination</p>	<p>subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or</p> <p>b. if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:</p> <p>a. remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;</p> <p>except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.</p>
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<p>3. Obligations of the Service Provider</p>	
<p>3.1 General</p>	<p>The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.</p>
<p>3.2 Conflict of Interests</p>	<p>3.2.1 The Service Provider shall hold the Employer's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or</p>

	<p>their own corporate interests.</p> <p>3.2.2 The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p>
3.3 Confidentiality	<p>The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.</p>
3.4 Insurance to be Taken Out by the Service Provider	<p>The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
3.5 Service Provider's Actions Requiring Employer's Prior Approval	<p>The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> a. entering into a subcontract for the performance of any part of the Services, b. changing the Program of activities; and c. Any other action that may be specified in the SCC.
3.6 Reporting Obligations	<p>The Service Provider shall submit to the Employer the reports and documents as specified in the SCC.</p>

<p>3.7 Documents Prepared by the Service Provider to Be the Property of the Employer</p>	<p>All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub- Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.</p>
<p>3.8 Liquidated Damages</p>	
<p>3.8.1 Payments of Liquidated Damages</p>	<p>The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p>
<p>3.8.2 Lack of performance penalty</p>	<p>If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Clause 9 and specified in the SCC.</p>
<p>3.9 Performance Security</p>	<p>The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.</p>
<p>3.10 Adherence to laws, regulations and statutory requirements</p>	<p>The Service Provider shall carry out all its services in accordance with all the applicable laws, regulations, environmental guidelines and statutory requirements that are legally in force. Additionally, the Service Provider shall comply with the statutes enlisted in the SCC.</p>

4. Service Provider's Personnel	
4.1 Description of Personnel	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix B. The Key Personnel listed by title as well as by name in Appendix B are hereby approved by the Employer.
4.2 Removal and/or Replacement of Personnel	<p>4.2.1 Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>4.2.2 If the Employer finds that any of the Personnel 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 Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>4.2.3 The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
5. Obligations of the Employer	
5.1 Assistance and Exemptions	The Employer shall use its best efforts to provide the Service Provider such assistance and exemptions as specified in the SCC.
5.2 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 Service Provider 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 6.2.

6. Payments Schedule	
6.1 Contract Price	<p>6.1.1 The Service Provider's Contract Price shall be net of all costs incurred by the Service Provider in carrying out the Services described in Appendix A. The Contract Price is set forth in the SCC. The Contract price breakdown is provided in Appendix C.</p> <p>6.1.2 Any change to the Contract price specified in Clause 6.1.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.4 and have amended in writing the Terms of Reference in Appendix A.</p>
6.2 Taxes and Duties	<p>6.2.1 The Service Provider is responsible for meeting any and all tax liabilities arising out of the Contract.</p> <p>6.2.2 As an exception to the above and as stated in the SCC, the GST is reimbursed to the Service Provider.</p>
6.3 Mode of Billing and Payment	<p>6.3.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 6.1.1.</p> <p>6.3.2 The payments under this Contract shall be made on a pro-rata basis as per the events schedule based on satisfactory performance of services.</p> <p>6.3.3 The Client shall pay the Service Provider 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 Service Provider within the same forty-five (45) days period. The Service Provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>6.3.4 The final payment under this Clause shall be made only after the final report I have been submitted by the Service Provider and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within sixty (60) calendar days after receipt of the final report by the Client unless the Client, within such sixty (60) calendar day period, gives written notice to the</p>

	<p>Service Provider specifying in detail deficiencies in the Services, the final report. The Service Provider shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>6.3.5 All payments under this Contract shall be made to the accounts of the Service Provider specified in the SCC.</p>
7. Settlement of Disputes	
7.1 Amicable Settlement	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
7.2 Dispute Settlement	Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication / arbitration in accordance with the provisions specified in the SCC.
8. Extension of the duration of contract	
	This contract may be extended, prior to its expiry, for a mutually agreeable period not exceeding 6 months, provided that a fresh procurement activity is initiated before the expiry of the original contract.

Section 8 – Special Conditions of Contract (SCC)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	The contract name is "Security Manpower Services of SEEPZ-SEZ, Mumbai"
1.1(d)	The Employer is SEEPZ SEZ Authority, Andheri, Mumbai
1.1(h)	The Service Provider is _____
1.4	<p>The addresses are:</p> <p>Employer : SEEPZ SEZ Authority, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai 400096</p> <p>Attention : Development Commissioner, SEEPZ SEZ Authority E-mail: dcseepz-mah@nic.in</p> <p>Service Provider</p> <p>:Attention :</p> <p>Facsimile :</p> <p>E-mail: _</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: Shri Shyam Jagannathan, Development Commissioner</p> <p>For the Service Provider: [name, title] _____</p>
2.1	No change to the GCC clause
2.2. 2	The Starting Date for the commencement of Services is seven (7) days after contract signing.
2.3	The Intended Completion Date is 31 st December 2023

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
3.4	The risks and coverage by insurance shall be: (i) Employer's liability and workers' compensation – as stipulated in the employees' compensation act.
3.7	There are no specific restrictions.
3.8.1	The amount of liquidated damages shall be equivalent to 0.2% of the contract price per week of delay in deployment of manpower or commencement of services.
3.8.2	Lack of performance penalties shall be as stipulated in the SLA document appended to the contract agreement.
5.1	The Employer shall provide necessary assistance in providing gate-passes for smooth entry of the Service Provider's vehicles and employees.
7	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.

Appendix A – Scope of Work

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

Appendix B – Key Personnel

{Service Provider shall insert the Work Profile of the Security Officer here}

Appendix C – Breakdown of Contract Price

{Service Provider shall insert the breakdown as per price bid here}

Appendix D – Tender Evaluation Committee

Office Order 334/2022 dt. 21.10.2022 –

<http://seepz.gov.in/writereaddatafolder/21-10-2022Office%20Order%20no.%20334-2022.pdf>

Appendix E – Non-Applicability of GST

1. This is to further inform that as per Ministry of Finance notification No. 18/2017-Integrated Tax (rate) dated 5th July 2017, service imported by a unit or a developer in the Special Economic Zone for authorized operations is exempted from tax leviable under GST. The relevant portion is extracted below:

'G.S.R. (E).- In exercise of the powers conferred by sub-section (1) of section 6 of the Integrated Goods and Service Tax Act, 2017 (13 of 2017), the Central Government, on being satisfied that it is necessary in the public interest so to do and on the recommendations of the Council, hereby exempts services imported by a unit or a developer in the Special Economic Zone for authorised operations, from the whole of the integrated tax leviable thereon under section 5 of the Integrated Goods and Service Tax Act, 2017 (13 of 2017).'

2. Further Section 16(1) of the IGST Act defines 'Zero-rated supply'. Zero rated supply means any of the following supplies of goods or services or both namely- (a) Export of goods or services or both or (b) Supply of goods or services or both to a Special Economic Zone (SEZ) developer or SEZ unit.
3. Hence, the works in SEZ premises are exempted from GST as per Ministry of Finance Govt. of India notification No.18/2017 and in terms of section 16(1) of IGST Act,2017.
4. Further section 54 of CGST Act 2017, provides that

Section 54 – Refund of tax (1) Any person claiming refund of any tax and interest, if any, paid on such tax or any other amount paid by him, may make an application before the expiry of two years from the relevant date in such form and manner as may be prescribed

Section 54 of CGST Act, 2017 defines the refund as below:

“refund” includes refund of tax paid on zero-rated supplies of goods or services or both or on inputs or input services used in making such zero-rated supplies, or refund of tax on the supply of goods regarded as deemed exports, or refund of unutilized input tax credit as provided under sub- section(3)

Thus, even if a supply is exempted, the credit of input tax may be availed for making zero-rated supplies. A registered person making a zero rated supply can claim refund under either of the following options, namely:

- a) *He may supply goods or services or both under bond or letter of Undertaking, subject to such conditions, safeguards and procedure as may be prescribed, without payment of integrated tax and claim refund of unutilized input tax credit;*
or

b) He may supply goods or services or both, subject to such conditions, safeguards and procedure as may be prescribed, on payment of integrated tax and claim refund of such tax paid on goods or services or both supplied, in accordance with provisions of section 54 of the CGST Act, 2017 or the rules made there under.

*As per **Section 54(3)** of the CGST Act, 2017, a registered person may claim refund of unutilized input tax credit at the end of any tax period.*

5. In view of the above provisions and as per the practice followed at SEEPZ it is apparent that, the GST is not applicable and payable for the works carried out in the SEEPZ, SEZ and it is not payable by the SEEPZ, SEZ. The Service Provider can claim the refund of GST as per the provisions of CGST Act, 2017 and GST can also be utilized against the output liability of other works.

Appendix F – PSARA ACT & RULES

The Private Security Agencies (Regulations) Act, 2005 –

<https://www.indiacode.nic.in/bitstream/123456789/2024/1/200529.pdf>

The Maharashtra Private Security Agencies (Regulations) Rules, 2007 -

http://mahasecurity.gov.in/pdf/regulations/private_security_agencies_regulation_rules_2007.pdf

Appendix G1 – Minimum Wages Requirement

Order dt. 28.09.2022, Office of the Chief Labour Commissioner, Ministry of
Labour & Employment, Government of India –
<https://clc.gov.in/clc/node/706>

Minimum Wages Requirements

SN	1	2	3 [Rate for Security Guard(Basic + VDA) + 13.66% of Rate for Security Guard(Basic + VDA)] **	4 [Rate for Security Guard(Basic + VDA) + 8.07% of Rate for Security Guard(Basic + VDA)] **	5 (As per Order Dt. 28.09.2022, File No. 1/16(6)/2022-LS-II, Watch & Ward (Without Arms), Ministry of Labour & Employment, Govt. of India)
	Description	Percentage(to be read in conjunction with latest rules)	Security Officer	Security Supervisor	Security Guard (Male & Female) (Including Baggage Inspector & CCTV Ooperator)
A	BASIC		724.0142	688.4059	637
	VDA		229	229	229
B	Minimum Wages	(Basic + VDA)	953.01	917.41	866.00
C	HRA	5400/- for 26 days	207.69	207.69	207.69
	Washing Allowance	3% of Basic + VDA	28.59	27.52	25.98
	Uniform Allowance	5% of Basic + VDA	47.65	45.87	43.30
	Bonus	8.33% of Basic + VDA	79.39	76.42	72.14
	EPF (Employees)	12% of Basic + VDA	114.36	110.09	103.92
	EPF (Employers)	12% of Basic + VDA	114.36	110.09	103.92
	Admin Charges (EPF, ESIC)	(0.5% + 0.5%) of Basic + VDA	9.53	9.17	8.66
ESIC (Employees)	0.75% of Basic + VDA	7.15	6.88	6.50	

	ESIC (Employers)	3.25%	30.97	29.82	28.15
D	Total Levy		639.69	623.55	623.55
E	Total Salary Per Day (B + D)		1592.71	1540.96	1540.96

** As the Order Dt. 28.09.2022, File No. 1/16(6)/2022-LS-II, Ministry of Labour & Employment, Govt. of India does not specify category of employee other than Watch & Ward (Without Arms) and Watch & Ward (With Arms), the percentage increase is decided on the basis of percentage increase of employee categories mentioned in the SGB/DA/ALD/2022-4899, Security Guards Board for Briham Mumbai & Thane District, Order dt. 02.08.2022

Appendix G2 – Format for Salary Breakup

(Please refer next page)

Appendix H – Contract Management Framework

The Service Level Agreement Compliance Matrix and Contract Management institutional framework in SEEPZ, SEZ

Section 1: Physical attendance and SLA verification for Security Services - first level check (3 days time line)

The first level of scrutiny shall be on the physical attendance of the security personnel and compliance to the security post deployment and patrolling duty mandates as per SOP for security services and other essential services endorsed to the security services vendor in shifts etc or specific occasions. A nodal representative team from the Security Services comprising security officer (Private security service) and Security supervisor with their e mail and cell number shall be formally notified and the roles and responsibility of this first level check with the security officer, SEEPZ, SEZ and the Assistant Security Officer and the supervisor/ caretaker is to be finalized and a format to be developed internally for the validation thereof with time lines. Mention of this should be made in the annexure and finalization of the format shall be subsequently done but the formats shall be a part of the pre- contract award with acceptance as Contract Management Standard operating procedure with the successful bidder. The time lines for the processing should also be finalized on priority.

Section 2: Labour compliances matrix validation - Second level check (3 days time line)

A committee with the Labour consultants inputs in the Estate Manager's separate scrutiny should ensure that all mandates of the labour mandates and SLA specific aspects of minimum wage, ESIC EPF and other payments have been complied with and all grievance as per the grievance redressal system finalized with the Security Services vendor (successful bidder) have been accomplished and certification of the same should be done.

Section 3: Security Office confirmation of Service Level Agreement - Second Level Check (3 days time line)

A committee chaired by the Security Officer, SEEPZ, SEZ shall ensure that a certification on the Service level agreement shall be confirmed with and any deviations or shortfalls shall be duly addressed with recommendation for penal deduction as per the penalty matrix in the Service level agreement and certification processed. Care should be taken to address the section 2 on labour compliances and the confirmation on the service level agreement as second level checks parallel within the three days time line with the Labour compliances been verified by the Estate Manager and labour section and the SLA verification by the Security officer, SEEPZ, SEZ in the security division.

Section 4: Invoice processing and submission to Finance and Accounts Division by Estate Division (3 days time line) - Finance and Accounts verification - Third level check

The Security officer shall compile the labour clearances and the service level agreement verification and process the invoice from the Security Services vendor for the period submitted (within a month) to the Estate Manager for clearance and the Estate Manager shall indicate the budget provision and submit for scrutiny and clearance of claim and disbursement amount recommended and certify the appropriateness of the budget provision, correctness of the tallying for the payments and the

authenticity of the claim and disbursement sanction order shall be processed with verification on the note sheet in file for approval from the finance and accounts section to the Security Officer, SEEPZ, SEZ to submit to the Joint Development Commissioner, SEEPZ, SEZ and there after to the Development Commissioner. Here a certificate by the Contract Management committee shall be taken on record that shall include the Security Officer as the Member Secretary, the Estate Manager and the Chartered Accountant and PAO/ Accounts and Finance Division Head and the compliance to the standard process for financial sanctions as per the GFR and the process notified from the Finance and accounts Division (Procurement cell) shall be taken on record in the file.

Section 5: Approval and sanction orders for payment and disbursement - Fourth Level Check (3 days time line)

The Development Commissioner shall scrutinise and approve and sanction the amount for payment and disbursement and post this the process the payment shall be processed online by way of electronic fund transfer to the security services vendor and confirmed by way of E mail intimation too with the order copy of the sanction order and the findings and approval certification of the Contract Management Committee

Section 6: Final authentication and validation by SEZ authority of SEEPZ, SEZ - Fifth level Check (One month time)

All payments made on monthly basis for security and any deductions or deficiency in service shall be taken on record in the SEZ authority meeting and the same shall be validated for approvals thereof and this shall constitute the fifth level of check for the purpose of the security services contract.

Appendix I – Labour Compliances Framework

The service provider needs to comply with all acts and rules mentioned in this particular appendix.

- 1) Four Codes of labour Law - <https://labour.gov.in/sites/default/files/Labour Code Eng.pdf>
 - a. Code of Social Security - <https://labour.gov.in/ebook/SS/index.html>
 - b. Industrial Relations Code - <https://labour.gov.in/ebook/IR/index.html>
 - c. Code on Wages - <https://labour.gov.in/ebook/wage/index.html>
 - d. Occupational Safety, health and Working Conditions Code - <https://labour.gov.in/ebook/OSH/index.html>
- 2) The Payment of Wages Act, 1936 - <https://maitri.mahaonline.gov.in/pdf/payment-of-wages-act-1936.pdf>
- 3) The Industrial Disputes Act, 1947 - <https://labour.gov.in/sites/default/files/THEINDUSTRIALDISPUTES ACT1947 0.pdf>
- 4) The Minimum Wages Act, 1948 - <https://maitri.mahaonline.gov.in/pdf/minimum-wages-act-1948.pdf>
- 5) The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 - https://www.epfindia.gov.in/site_docs/PDFs/Downloads_PDFs/EPFAct1952.pdf
- 6) The Payment of Bonus Act, 1965 - <https://labour.gov.in/sites/default/files/ThePaymentofBonusAct1965.pdf>
- 7) The Contract Labour (Regulation and Abolition) Act, 1970 - <https://legislative.gov.in/sites/default/files/A1970-37 0.pdf>
- 8) The Payment of Gratuity Act, 1972 - <https://clc.gov.in/clc/sites/default/files/PaymentofGratuityAct.pdf>
- 9) The Equal Remuneration Act, 1976 - <https://maitri.mahaonline.gov.in/pdf/equal-remuneration-act-1976.pdf>
- 10) The Maternity Benefit Act, 1961 - <https://labour.gov.in/sites/default/files/TheMaternityBenefitAct1961.pdf>
- 11) The Employee State Insurance Act, 1948 - <https://www.esic.nic.in/Tender/ESIAct1948Amendedupto010610.pdf>

- 12) The Employee Compensation Act, 1923 - <https://labour.gov.in/sites/default/files/EC%20Act.pdf>
- 13) The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 - <https://www.indiacode.nic.in/bitstream/123456789/19021/1/the-inter-state-migrant-workmen-regulation-of-employment-and-conditions-of-service-act-1979.pdf>

Section 9 – Contract Forms

1. Letter of Acceptance

{On Employer's Letterhead}

Date:

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

Subject: Letter of acceptance of your bid against tender ref. no.:
SEEPZ-SEZ/ESTATE/GPL/118/2021-22

This is to notify you that your Bid dated *[insert date of bid submitted by the bidder]* for the execution of services titled "Security Manpower Service at SEEPZ SEZ, Mumbai" against Bid Invitation Ref. No. *[insert Bid Ref. No.]* is hereby accepted by the Employer for the Contract Price of Rs. *[insert amount in numbers and words]*, as evaluated in accordance with the Instructions to Bidders.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, in the form of a bank guarantee / fixed deposit amounting to 3% of the contract value.

Authorized Signature:

Name and Designation of Signatory:

Name of Employer:

2. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the "Employer") and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

WHEREAS

- a. the Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract attached to this Contract (hereinafter called the "Services");
- b. the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at the contract price of Rs. [insert Contract Price];

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a. the Letter of Acceptance;
 - b. the Service Provider's Bid
 - c. the Special Conditions of Contract;
 - d. the General Conditions of Contract;
 - e. The following Appendices:

Appendix A: Scope of Work

Appendix B: Key Personnel

Appendix C: Breakdown of Contract Price

Appendix D: Tender Evaluation Committee

Appendix E: Non-Applicability of GST

Appendix F: PSARA Act & Rules

Appendix G1: Minimum Wages Requirement

Appendix G2: Format for Salary breakup

Appendix H: Contract Management Framework

Appendix I: Labour Compliance Framework

2. The mutual rights and obligations of the Employer and the Service Provider shall be as setforth in the Contract, in particular:
- a) the Service Provider shall carry out the Services in accordance with the provisions ofthe Contract; and
 - b) the SEEPZ SEZ Authority shall make payments to the Service Provider; and
 - c) the Service Provider shall make payments to their Employees as per the accepted price bid of the Service Provider.

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

For and on behalf of [name of Employer]

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]