



SEEPZ SEZ AUTHORITY

OPEN COMPETITIVE BIDDING

(Bidding using E- Procurement mode on Central Public Procurement Portal)

Bidding Documents

for

Engagement of Contractor for Removal and Disposal of Sludge from Open & Closed Gutters, Sewerage/Drainage lines, Sewage Treatment Plant (STP) and Septic tanks in SEEPZ-SEZ premises & Residential Staff Quarters.

Tender Ref. No.: IT-G/C/3/2024-IT/COMP-SEEPZ-MUMBAI

(Date of Issue): 07/06/2024

ISSUING AUTHORITY:

**Deputy Development Commissioner & Estate Officer, SEEPZ- SEZ,
Mumbai**

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

E-Mail: ddcseepz-mah@nic.in

Landline: 022-28294756/70

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

Key information at a glance

SN	Item	Description
1	Tender Ref. No.	IT-G/C/3/2024-IT/COMP-SEEPZ-MUMBAI
2	Tender Title	Engagement of Contractor for Removal and Disposal of Sludge from Open & Closed Gutters, Sewerage/Drainage lines, Sewage Treatment Plant (STP) and Septic tanks in SEEPZ-SEZ premises & Residential Staff Quarters for 01 year extendable to further 01 year subject of satisfactory compliance of Activity Schedule defined in Section-5.
3	Cost of Bidding Documents	Bidding documents can be downloaded free of cost from the following websites: https://eprocure.gov.in/epublish/app http://seepz.gov.in/tender.aspx
4	Date of Tender Publishing	7th June 2024
5	Date and time for physical visits of prospective bidders to SEEPZ - SEZ premises are permissible	13th June 2024; till 1700 Hrs
6	Date and time of Pre-bid Meeting	14th June 2024; 1130 Hrs
7	Tentative date for publishing Responses to Pre-bid Queries and Corrigendum, if any	17th June 2024
8	Last date and time for Submission of Bids (Technical + Financial Bids)	22nd June 2024 till 1700 Hrs
9	Date and time of opening of Technical Bids	24th June 2024 1700 Hrs
10	Tentative date for publication of technical+ Financial evaluation results	30th June 2024
11	Expected date of Award of Contract	

12	Tender Contact / Helpline Details	<p><u>Primary Tender Custodian (PTC):</u> Shri Hanish Rathi, ADC eProcurement Contact: 022-28294756/7976067037, Email-hanishr.g171701@gov.in</p> <p>Roles of PTC: All preliminary queries/ telephone queries can be addressed to PTC. PTC maintains a dedicated call log / e-mail received chronologically for the specific tender. Provides response on email after due internal approval by Competent Authority. Intimates / responds all prospective bidders of timelines including pre-bid, corrigendum etc. Organize / support and facilitate all field / site visits. Responds to queries and clarifications sought after due approval of the reply being furnished by Competent Authority. Supervising the work and timely report to DDC. Supervises Pre-bid meeting arrangements and issue of corrigendum's / clarifications. Overall Supervision of all aspects related to the tender process.</p>
13	Link for accessing training schedule regarding use of e-procurement portal by bidders may be found at:	https://eprocure.gov.in/cppp/training disp
14	Authority to be contacted in case of any clarification / request for entry permission for physical visit	Name: - Shri. Prasad Varwantkar Designation:- Estate Officer Email:- ddcseepz-mah@nic.in Contact:- 022-28294772/ 9582950864
15	Help Desk No. (For E-Procurement)	eProcurement Helpdesk no's (New Delhi) 0120-4200462, 0120-4001002, 0120-4001005

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Section 1 – Notice Inviting Bids (NIB)

Bid Reference No.: IT-G/C/3/2024-IT/COMP-SEEPZ-MUMBAI

Date: 07.06.2024

Tender Title: Engagement of Contractor for Removal and Disposal of Sludge from Open & Closed Gutters, Sewerage/Drainage lines, Sewage Treatment Plant (STP) and Septic tanks in SEEPZ-SEZ premises & Residential Staff Quarters.

SEEPZ SEZ Zone, Mumbai is an Industrial area set up in an area of 110 acres of land leased through the Maharashtra Industrial Development Corporation (MIDC), Andheri (East). SEEPZ SEZ, Mumbai have approximately 320 units wherein approximately 200 units manufacture and exports Gems & Jewellery. Therefore, gutter and sewerage waste, Sewage Treatment Plant (STP) sludge and septic tank waste contains few granules of precious metals as a by-product of the finishing works at various units. The objective of this contract is not only to monetize such granules of precious metals and clean the gutters, sewerage / drainage lines, STP and septic tanks, but also to remove the sludge and other wastes from the SEZ premises in an environmentally compliant manner without violating municipal rule framework for handling & transportation of such waste.

1. The SEEPZ- SEZ authority invites sealed bids from eligible bidders for Removal and Disposal of Sludge from Open & Closed Gutters, Sewerage/Drainage lines, Sewage Treatment Plant (STP) and Septic tanks in SEEPZ-SEZ premises & Residential Staff Quarters.
2. Details pertaining to the scope of work, timeline and procedure to be followed may be seen under the Activity Schedule (Section V).
3. **Annual Estimated Quantity of the Sludge is 624000 KG.**
4. 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/epublish/app>. Bidders can download the bidding documents free of cost from this portal.
5. 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. till 1700 Hrs Hours on 22nd June 2024.
6. All Bids must be accompanied by a Bid Security (EMD) or Bid Security declaration as per Annexure-1, whichever is applicable.
7. Detailed instructions regarding online submission of bids may be seen under Annexure II. In case of any issues or queries related to the e-procurement portal, kindly send an email request to ddcseepz-mah@nic.in / hanishr.g171701@gov.in or contact on 022-28294770 / 7976067037 (Shri. Hanish Rathi, ADC). 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.
8. 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 day of bid submission.
9. Technical bids shall be opened online at 1700 Hrs hours on 24th June 2024. Bidders can see the tender opening status by logging on to the e-procurement portal using their registered IDs.
10. Financial bids of only technically qualified bidders shall be opened at a date which shall be pre-disclosed on the e-procurement portal.
11. SEEPZ SEZ Authority reserves the right to accept or reject any or all of the bids at any time during the bidding process.

(Dr. Prasad Varwantkar)
Deputy Development Commissioner
SEEPZ SEZ

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 on regular monthly basis as provided in the schedule of activities attached to the services contract.

2. Language of Bids

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 Consultants 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.

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-II 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
 - 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 (BOQ)
- b) Unless downloaded directly from the SEEPZ website (<http://seepz.gov.in>) or the e-procurement portal (<https://eprocure.gov.in/epublish/app>) as specified in the 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;
 - Bid Security /Bid Security declaration furnished in accordance with Annexure I;
 - 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

- 12.1. BOQ is an integral part of this tender. Bidders are to upload only the downloaded BOQ (in excel format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet. All the columns in the price schedule should be filled up as required. The Bidder shall make its financial offer in **“rate per kilogram”** in INR only.
- 12.2. Quotation shall be in “rate per kilogram”, however, bidder has to pay for at-least estimated annual quantity (i.e. 624000 Kilogram) irrespective of the quantity removed in 01 year of contract period on quarterly basis.
- 12.3. Also, in case of quantity removed more than estimated quarterly quantity (i.e. 156000 Kilogram) in any quarter, bidder shall pay for additionally removed quantity on the same rate as quoted in BOQ.
- 12.4. Quoted rates are only for the quantity removed from Sector-1 to Sector-6 of SEEPZ SEZ premises, bidder need not to pay for sludge removed from the Residential quarters (Sector-7), however, they have to clean and remove Sludge on defined minimum frequency in Activity Schedule.
- 12.5. Quoted “rate per kg” in BOQ shall be the Net amount payable to the SEEPZ SEZ Authority and shall not include any taxes/ duties or other charges, wherever applicable. SEEPZ SEZ Authority shall not be liable or responsible to pay any amount towards any taxes/ duties.
- 12.6. **Reconciliation after the completion of the contract period of 01**

year:-

After the completion of one year of contract period, re-conciliation of the quantity of cleared/ removed sludge will be arrived, but the same shall not be later than the 45 days from the contract end date. The re-conciliation will be done in following manner-

If the sum of quantity removed/ cleared, in all the 04 quarters of the contract period of 01 year is-

(i). more than the Estimated Annual Quantity (i.e. 624000 Kg), then the bidder has to pay for the total removed/ cleared quantity calculated on rate per kg quoted in BOQ.

(ii). Equal to the Estimated Annual Quantity (i.e. 624000 Kg), then the bidder has to pay for Estimated Annual Quantity (i.e. 624000 Kg) on rate per kg quoted in BOQ.

(iii). less than the Estimated Annual Quantity (i.e. 624000 Kg), then also, the bidder has to pay for Estimated Annual Quantity (i.e. 624000 Kg) on rate per kg quoted in BOQ.

Thus, in any circumstances, the bidder has to pay for at-least 624000 Kg on the rate quoted in BOQ and in case of total quantity removed is more 624000 Kg for complete year, then the same shall be calculated on actual quantity removed on the rate per kg quoted in BOQ.

12.6.1. 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.

12.6.2. 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.

12.6.3. 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.

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 Bid Security (EMD) alongwith Technical bid as specified in BDS.

In case of MSE bidder, a bid security declaration duly signed on the letter head as specified in the BDS as part of its bid shall be furnished. Any bid not accompanied by a Bid Security (EMD)/ Bid Security declaration 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. Submission of Bids

- a) Bidders shall submit their bids online and also by post or by hand or drop in the box earmarked by the SEEPZ SEZ authority in its office. The technical and financial bids must be sealed in separate envelopes and then enclosed together in a larger envelope. Each envelope shall bear the following details:
- Tender ID / Bid Ref. No. and Tender Title (subject matter of procurement);
 - Complete postal address of the Procuring Entity (SEEPZ SEZ Authority);
 - Name and complete address along with the mobile, telephone number and email address of the Bidder;
 - A warning 'not to open before the time and date for bid opening' as indicated in the Bidding Documents
- b) If all envelopes are not sealed and marked as required, the SEEPZ SEZ authority will assume no responsibility about its consequences viz. misplacement or premature opening of the bid.

- c) Online submission of bids shall be carried out in accordance with the instructions given under Annexure II.

17. Deadline for Submission of Bids

- a) Bids must be received by the Procuring Entity online on the e-procurement portal and at the address specified in the BDS 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 bids, the SEEPZ SEZ authority's officer authorized to receive the bids shall not receive any bid that is submitted personally by hand or by courier after the time and date fixed for submission of bids 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) In exceptional circumstances, if the procuring entity is faced with any technical issues while opening the bids online, with due certification of the Bid Evaluation Committee on the nature of such technical exception, the physical bids in hard copy shall be proceeded to be evaluated with after due approval of Competent Authority. In such an event, the date of bid opening shall be the same as the one stipulated for online bid opening unless separately publicly notified by the competent authority.
- 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 may 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 accompanied by Bid Security declaration;
 - that the bid is unconditional and that the Bidder has agreed to give the required performance security; and
 - any other specific requirements put forth in the bidding documents.
- b) 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.

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 bid shall be on the basis of **“Rate per Kilogram”** quoted in BOQ for removal of sludge and other wastes as per Scope of Work.

- 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 highest **“Rate per Kilogram”** in BOQ for removal of sludge and other wastes as per Scope of Work shall be considered for award of contract.

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 financial offer (Lumpsum quote for estimated quantity). 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 (15) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Bidder shall furnish the Performance Security in the form of an advance deposit in the name of SEEPZ SEZ Authority of the amount specified in the BDS.
- b) Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security/debarment as per bid security declaration. In that event the Procuring Entity may award the Contract to the next highest evaluated Bidder, whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
- c) The validity of the performance security shall be for a period of 90 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 twenty-eight 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 4 b)	<ul style="list-style-type: none"> i) Bidder shall be a natural person, private entity, government-owned entity or, any combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India; ii) Bidder shall have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority; iii) Bidder shall not be 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; iv) Bidder shall not have, and their directors and officers not have, 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; v) Bidder shall not be presently debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.
ITB 7 b)	<p>The official website of SEEPZ SEZ Authority is: http://seepz.gov.in</p> <p>The e-procurement portal is: https://eprocure.gov.in/epublish/app</p>
ITB 8 a)	<p>The Procuring Entity's address for seeking clarifications is:</p> <p>Office of the Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai – 400096</p> <p>The email address is: hanishr.g171701@gov.in and ddcseepz-mah@nic.in</p> <p>Queries may also be raised by using the 'seek clarifications' option available on the e-procurement portal.</p>

ITB 8 b)	The bidders may submit their requests for clarification no later than 7 days prior to deadline for submission of bids.
ITB 9 a)	<p>The pre-bid meeting shall be held electronically at 1130 Hrs (11:30 AM) on 14th June 2024.</p> <p>The web-link to attend the pre-bid meeting is as follows: https://seepz.webex.com/seepz/j.php?MTID=meebbc11b408a080d55acd41e2d18ad7 Meeting Number : 2519 867 8944 Password : Pre@2024</p>
ITB 11 a)	In addition to the documents prescribed in ITB, bidders shall also submit a draft work plan for Removal and Disposal of Sludge from Open & Closed Gutters, Sewerage/Drainage lines, Sewage Treatment Plant (STP) and Septic tanks in SEEPZ-SEZ premises & Residential Staff Quarters. This plan should include key tasks, corresponding timelines, details regarding environmental safeguards and names of designated persons in-charge.
ITB 12	<p>The financial offer shall comprise “Rate per Kilogram” in BOQ for removal and disposal of various categories of sludge / waste as specified under the Activity Schedule, adhering to the specified contractual conditions and other legal obligations payable to the client.</p> <p>1. Quotation shall be in “rate per kilogram”, however, bidder has to pay for at-least estimated annual quantity (i.e. 624000 Kilogram) irrespective of the quantity removed in 01 year of contract period on quarterly basis.</p> <p>2. Also, in case of quantity removed more than quarterly quantity (i.e. 156000 Kilogram) in any quarter, bidder shall pay for additionally removed quantity on the same rate as quoted in BOQ.</p> <p>3. Quoted rates are only for the quantity removed from Sector-1 to Sector-6 of SEEPZ SEZ premises, bidder need not to pay for sludge removed from the Residential quarters (Sector-7), however, they have to clean and remove Sludge on defined minimum frequency in Activity Schedule.</p> <p>4. Quoted “rate per kg” in BOQ shall be the Net amount payable to the SEEPZ SEZ Authority and shall not include any taxes/ duties or other charges, wherever applicable. SEEPZ SEZ Authority shall not be liable or responsible to pay any amount towards any taxes/ duties. And No deductions from the offered rate shall be permissible later on account of any taxes or other charges.</p> <p><u>5. Reconciliation after the completion of the contract period of 01 year:-</u></p> <p>After the completion of one year of contract period, re-conciliation of the</p>

	<p>quantity of cleared/ removed sludge will be arrived, but the same shall not be later than the 45 days from the contract end date. The reconciliation will be done in following manner-</p> <p>If the sum of quantity removed/ cleared, in all the 04 quarters of the contract period of 01 year is-</p> <p>(i). more than the Estimated Annual Quantity (i.e. 624000 Kg), then the bidder has to pay for the total removed/ cleared quantity calculated on rate per kg quoted in BOQ.</p> <p>(ii). Equal to the Estimated Annual Quantity (i.e. 624000 Kg), then the bidder has to pay for Estimated Annual Quantity (i.e. 624000 Kg) on rate per kg quoted in BOQ.</p> <p>(iii). less than the Estimated Annual Quantity (i.e. 624000 Kg), then also, the bidder has to pay for Estimated Annual Quantity (i.e. 624000 Kg) on rate per kg quoted in BOQ.</p> <p>Thus, in any circumstances, the bidder has to pay for at-least 624000 Kg on the rate quoted in BOQ and in case of total quantity removed is more 624000 Kg for complete year, then the same shall be calculated on actual quantity removed on the rate per kg quoted in BOQ.</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)	No change. Bids shall remain valid for a period of 180 days from the deadline of submission of bids.
ITB 14	<p>Bid Security (EMD) amounting to Rs. 10,00,000/- shall be paid alongwith Technical Bid.</p> <p>The beneficiary details are:</p> <p>Name of the Beneficiary: SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY</p> <p>Bank and Branch Name: Punjab National Bank, SEEPZ branch</p> <p>Account no.: 1253002100028398</p> <p>IFSC Code: PUNB0125300</p> <p>Payable at: Mumbai</p> <p>In case of MSE, Bid Security Declaration shall be submitted duly signed on the letterhead of the bidder, as per the format provided at Annexure I.</p>
ITB 17	The deadline for submission of bids is 1500 Hrs (3 PM) on 7 th December 2021.
ITB 19 a)	The technical bids shall be opened online at 1530 Hrs (3:30 PM) on 7 th December 2021.

ITB 29 a)	<p>The amount of performance security to be submitted by successful bidder, in the form of a bank guarantee or a fixed deposit in favour of Pay & Accounts Officer, SEEPZ SEZ Authority, is Rs. 10 Lakh.</p> <p>This shall be in addition to the advance deposit amounting to Rs. 10 Lakh to be submitted by the successful bidder.</p>
ITB 28 a)	<p>The expected date of award of contract is ___ July 2024.</p>

Annexure I – Form of Bid Security Declaration

{Use Company Letterhead}

BID SECURITY DECLARATION

I/We, M/s (Name of bidder) am/are aware that I/We, being MSE, have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration. I/We understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to submit the performance Guarantee/Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/We i.e., the bidder shall be banned from submission of bids in any Works/Service Tender issued by SEEPZ-SEZ for a period of 24 months from the date of such banning order.

Authorized Signatory
Sign and Stamp

Annexure II – 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.

A. 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.

B. 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.

C. 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.

D. 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 colored (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 file name. 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.

E. 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.

Bidders may avail the free training on the use of e-procurement system as per the schedule published at the following link: <https://eprocure.gov.in/cppp/trainingdisp>. In case of any further queries, please contact Shri Hanish Rathi at +91-7976067037 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 3 years (i.e. since FY 2021-22)	Registration / Incorporation certificate and 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	Bidder must have an average annual turnover of at least Rs. 25 Lakh during past 5 financial years (FY 2019-20 to 23-24) from services of similar nature. Services of similar nature include all type of cleaning and housekeeping services.. however, if a bidder do not have requisite experience, the bidder can provide the services by sub-contracting, subject to the bidder shall submit the experience of such sub-contractor alongwith an undertaking in Format prescribed in Appendix-A to SCC.	Audited financial statements for the past 3 financial years. Provisional financial statement certified by the CA shall be acceptable only for FY2021-22. CA certificate clearly specifying the volume of turnover from services of similar nature.
4	Bidder must have experience of at least 2 completed contracts, each amounting to not less than Rs. 25 Lakh, with similar scope of work for any government/ PSU/Private Firm during past 5 financial years (FY 2019-20 to 23-24) from services of similar nature. Ongoing contracts where at least 70% of the	1. Completion certificate clearly mentioning the scope of work, contract value and client name. 2. For ongoing projects, a certification from the client that 70% of work has been completed or a certificate

	<p>contract has been completed (in terms of either scope of work or payments) shall also be considered in lieu of completed assignments.</p> <p>Services of similar nature include all type of cleaning and housekeeping services. however, if a bidder do not have requisite experience, the bidder can provide the services by sub-contracting, subject to the bidder shall submit the experience of such sub-contractor alongwith an undertaking in Format prescribed in Appendix-A to SCC.</p>	<p>from CA that 70% of payments have been received, having clear mention of the scope of work, contract value and client name.</p>
5	<p>Bidder should have a positive net worth during each of the past 3 financial years.</p>	<p>CA certificate clearly stating that the bidder has positive net worth during each of the past 3 Fys.</p>
6	<p>Bidder should deploy a Contract Manager with at least 12th passing certificate and at least five (5) years of experience.</p>	<p>Profile of the proposed contract manager clearly describing the educational qualifications and experience.</p>
7	<p>Bidder must indemnify the employer (SEEPZ SEZ Authority) against any legal implications arising due to the service provider's non-compliance to statutory provisions pertaining to the services outlined in the scope of work.</p>	<p>Affidavit of Indemnity (Indemnity Bond) on a Rs.500 stamp paper comprising the following text:</p> <p>"We hereby agree to undertake that we shall, at all times, indemnify and keep indemnified the Employer i.e. SEEPZ SEZ Authority against all claims/ damages for any violation of any statutory / licensing requirements / Pollution control norms while providing our services under the Contract.</p> <p>We shall indemnify the Client in full for any failure in performance on account of default or non-fulfillment of our obligations. We understand that, in such case, all the costs and expenses incurred by the employer are recoverable from us."</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 consider the **highest financial offer as "rate per kilogram" in BOQ uploaded** in terms of ITB 12 and para D5 of "Annexure II – Instructions for Online Bid Submission".

Bidder shall carefully read conditions mentioned for Financial offer in ITB 12 and para D-5 of "Annexure II – Instructions for Online Bid Submission".

Section 5 – Activity Schedule

1. Background

SEEPZ SEZ Zone, Mumbai is an Industrial area set up in an area of 110 acres of land leased through the Maharashtra Industrial Development Corporation (MIDC), Andheri (East). SEEPZ SEZ, Mumbai have approximately 320 units wherein approximately 200 units manufacture and exports Gems & Jewellery. Therefore, gutter and sewerage waste, Sewage Treatment Plant (STP) sludge and septic tank waste contains few granules of precious metals as a by-product of the finishing works at various units. The objective of this contract is not only to monetize such granules of precious metals and clean the gutters, sewerage / drainage lines, STP and septic tanks, but also to remove the sludge and other wastes from the SEZ premises in an environmentally compliant manner without violating municipal rule framework for handling & transportation of such waste.

2. Scope of Work

The successful Bidder shall ensure the following to undertake removal of sludge and other wastes as part of this contract:

- A. Proper registered vehicle for removal of Gutter and Sewerage Waste, Sewage Treatment Plant (STP), Sludge removal and Septic tank wastes from SEEPZ SEZ
- B. Compliance to all environmental norms while removal of Gutter and Sewerage Waste, Sewage Treatment Plant (STP), Sludge removal and Septic tank wastes from SEEPZ SEZ and subsequently responsibility of processing the Gutter and Sewerage Waste, Sewage Treatment Plant (STP), Sludge removal and Septic tank wastes as per environmental safety norms.
- C. Proper adherence to labour statutes and provision of safety and other necessary equipment to the labour/workforce engaged to remove the sludge and other wastes.

3. Important Terms

Estimated Annual Quantity:	624000 kg
Financial Quate:	Financial offer made by bidder as “rate per kg” in BOQ
Estimated Quarterly Quantity:	1/4th of 624000 kg i.e. 156000 KG
Quarterly Advance deposit :	Amount equal to the “Financial Quate” multiply by “Estimated Quarterly Quantity” i.e. (rate per KG x 156000) in INR.
Minimum Contract Value	Total value for Estimated Annual Quantity as per quoted per kg rate.

4. Flow of Work:

Step 1: The SEEPZ SEZ Authority shall issue a letter of acceptance to the successful bidder along with the contract formats and seeks submission of performance security and advance deposit within the stipulated timeframe.

Step 2: Successful bidder submits the signed Contract Agreement along with the performance security and **quarterly advance deposit** (to be calculated as defined in Para 3 above) within the stipulated timeframe.

Step 3: Successful bidder carries out field visit and submits the proposed date-wise schedule for cleaning of gutters, drainage / sewerage lines & STP, and removal of estimated quantity of sludge and other wastes.

Step 4: The Estate Officer issues authorization along with approval on the date wise schedule for the services to be carried out by the service provider.

Step 5: Successful bidder removes the sludge and other wastes, adhering to the SOP for removal of goods from SEZ as notified and due weighment of sludge and other wastes at nearest weighbridge and record thereof. The empty vehicle will be weighed on the nearest weighing bridge. Thereafter weighing will be done again after loading of the sludge and other wastes in vehicle. The difference in weighing will be considered as weight of sludge and other wastes. Weighing slip will be directly handed over by Weighing Bridge Manager to SEEPZ SEZ Authority Office/representative.

Step 6:

Case-I: Quantity of sludge disposed/ removed does not cross the estimated quarterly quantity for the quarter till the last date of respective quarter:

- Bidder do not need to pay any amount till the last date of the respective quarter, however on the 01st date of **next Quarter** bidder has to deposit “**quarterly advance deposit**” for **next quarter** irrespective of remaining balance amount available from **last quarter**.
- The same will be repeated till the end of contract period.

Case-II: Quantity of sludge disposed/ removed cross the estimated quarterly quantity for the quarter before the last date of respective quarter:

- At the instance bidder have removed **estimated quarterly quantity for the respective quarter**, bidder shall remove the **additional quantity** only after payment for that additional quantity on the same rate offered in BOQ

on the 01st date of **next Quarter** bidder has to deposit “**quarterly advance deposit**” for **next quarter**.

The same will be repeated till the end of contract period.

Reconciliation after the completion of the contract period of 01 year:-

After the completion of one year of contract period, re-conciliation of the quantity of cleared/ removed sludge will be arrived, but the same shall not be later than the 45 days from the contract end date. The re-conciliation will be done in following manner-

If the sum of quantity removed/ cleared, in all the 04 quarters of the contract period of 01 year is-

(i). more than the Estimated Annual Quantity (i.e. 624000 Kg), then the bidder has to pay for the total removed/ cleared quantity calculated on rate per kg quoted in BOQ.

(ii). Equal to the Estimated Annual Quantity (i.e. 624000 Kg), then the bidder has to pay for Estimated Annual Quantity (i.e. 624000 Kg) on rate per kg quoted in BOQ.

(iii). less than the Estimated Annual Quantity (i.e. 624000 Kg), then also, the bidder has to pay for Estimated Annual Quantity (i.e. 624000 Kg) on rate per kg quoted in BOQ.

Thus, in any circumstances, the bidder has to pay for at-least 624000 Kg on the rate quoted in BOQ and in case of total quantity removed is more 624000 Kg for complete year, then the same shall be calculated on actual quantity removed on the rate per kg quoted in BOQ..

Note: Bidder need not to pay for any Quantity of sludge removed from the Sector 7, however bidder has to clean the sector-7 also on the defined minimum frequency of cleaning. Not cleaning/ removing sludge from Sectors-7 will attract the Penalty as defined in Clause 7 of Section-5.

Simultaneously, successful bidder shall also submit a date-wise schedule for removal of remaining sludge and other wastes in accordance with Step 3 above.

Step 7: The estate manager shall settle the 1st round of billing as per the rate quoted and based on the dates submitted for the next round by the successful bidder issue the permission/authorization as per Step 4.

5. Schedule

SN	Sectors in SEEPZ premise	Brief description of location		Running Mtrs	Minimum Frequency of Cleaning
1	Sector - 1	There are 5 gutter lines, as identified and details are as under:		500	To be Cleaned between 1 st to 4 th of every month.
		No. of Gutter lines	Location of Gutter lines		
		S1/G1	South-West & South-East (adjacent to Tata premise) of Service Centre and BFC peripheral.		
		S1/G2	North-West, West-South (opposite of SDF VII) & South-East of Tata premises		
		S1/G3	Peripheral area of SDF VI		
		S1/G4	Peripheral area of SDF VII		
		S1/G5	Drainage at SDF VI and VII upto	450	

		Gate No. 2			
2	Sector - 2	There are 9 gutter lines, as identified and details are as under:		To be Cleaned between 5 th to 9 th of every month.	
		No. of Gutter lines	Location of Gutter lines		
		S2/G1	North-West of Lake premises adjacent to road towards to Gate No. 02		300
		S2/G2	South-West of Lake premises i.e. P. No. 62 to Plot No. 56B		350
		S2/G3	South-East of Lake premises i.e. Plot No. 56B to P.No. 1&2(PT.)		210
		S2/G4	North-East of Lake premises adjacent to road towards to dumping yard till P. No. 1&2 (PT.)		370
		S2/G5	Peripheral area of G&J building No. II		400
		S2/G6	Peripheral area of G&J building No. III		400
		S2/G7	From Outside area of Canteen to Septic tank area, from East-South of Dumping Road to Septic Tank and North-East of G&J building No. II to road towards to dumping yard.		470
		S2/G8	Drainage line from Gate no. 2 to Old Septic Tank		700
		S2/G9	Gutter surrounding the Lake	450	
		S2/ST1	Septic tank behind G&J-III	1 No.	To be cleaned twice in a year
3	Sector - 3	There are 9 gutter lines, as identified and details are as under:		To be Cleaned between 10 th to 14 th of every month.	
		No. of Gutter lines	Location of Gutter lines		
		S3/G1	Peripheral area of SDF-V & around Garden & plot side		1070
		S3/G2	South-West area opposite to lake and G&J building II.	390	

		S3/G3	East Area opposite to Septic tank.	150		
		S3/G4	Outside area of Western Electronic to Goldiam International.	300		
		S3/G5	Peripheral area of STP Plant.	650		
		S3/G6	Peripheral area of Septic Tank.	100		
		S3/G7	North, East & West area of G&J Building No.1.	900		
		S3/G8	From south area of Renaissance Jewellery to South area of G&J Building No.1.	320		
		S3/G9	Drainage lines -2 nos. + SDF V Connection	870		
		S3/STP	STP components i. Inlet/Screen Chamber ii. Collection sump iii. Primary Clarifier iv. Aeration tank v. Secondary Clarifier vi. Sludge Digester tank vii. Filter Bed viii. Treated Sump		To be cleaned twice in a year	
		S3/ST A & B	Septic tank	2 Nos.		
4	Sector - 4	There are 11 gutter lines, as identified and details are as under:				To be Cleaned between 15 th to 19 th of every month.
		No. of Gutter lines	Location of Gutter lines			
		S4/G1	Half peripheral area of SDF-I towards south-west		470	
		S4/G2	Half peripheral area of SDF-I towards North-East		470	
		S4/G3	South-East area of Canteen, adjacent to Road towards to Gate No.03		120	
		S4/G4	Area between Multistorey building and SDF-I.		200	
		S4/G5	East-West Peripheral area of SDF-I & outside area of canteen adjacent to Road towards to Gate No.3		300	
		S4/G6	South-West Peripheral area of Multistorey Building.		215	
		S4/G7	North-East Peripheral area of Multistorey Building.		175	
		S4/G8	Half peripheral area of SDF-II towards south-west		450	
		S4/G9	Half peripheral area of SDF-II towards North-East		450	
		S4/G10	Peripheral area of Crèche Building adjacent to Road towards to Gate No.3.		280	
S4/G11	Drainage line of Multistoried Front & Back Side SDF II and SDF I		515			
5	Sector - 5	There are 7 gutter lines, as identified and details are as under:			To be Cleaned	

		No. of Gutter lines	Location of Gutter lines		between 20 th to 24 th of every month.	
		S5/G1	Half peripheral area of SDF-III towards south-west	360		
		S5/G2	Half peripheral area of SDF-III towards North-East	490		
		S5/G3	Half peripheral area of SDF-IV towards south-west	490		
		S5/G4	Half peripheral area of SDF-IV towards North-East	540		
		S5/G5	Outside east area of SDF III adjacent to road towards to gate No. 3.	145		
		S5/G6	Outside east area of SDF IV adjacent to road towards to gate No. 3.	120		
		S5/G7	Drainage Line of SDF III, IV, roads between III & IV and Compound wall side.	635		
6	Sector - 6	There are 6 gutter lines, as identified and details are as under:				To be Cleaned between 25 th to 29 th of every month.
		No. of Gutter lines	Location of Gutter lines			
		S6/G1	Peripheral area of Fire station and adjacent to road towards to gate No.3.		570	
		S6/G2	Half peripheral area of SEEPZ++ IT Park towards south-west		260	
		S6/G3	Half peripheral area of SEEPZ++ IT Park towards North-East		260	
		S6/G4	From East of SEEPZ++ IT Park towards Goregaon Marol Road.		175	
		S6/G5	Drainage from Suncity to outlet at tower		460	
		S6/G6	Compound Wall side from Suncity to main drainage		450	
7	Sector - 7	Gutter Lines near A-Type, B-Type, C-Type and D-Type Quarters.				To be Cleaned once in 2 Months.
		No. of Gutter lines	Location of Gutter lines			
		S7/G1	Residential Drainage from Gym to B3		1000	
		S7/G2	Gutter D1 to Garden		70	
		S7/G3	Near D1 Backside		30	
		S7/G4	Wall Side		218	

6. Format of Financial Bid

The form for submission of financial bid in MS Excel format (BOQ) shall be uploaded by the Procuring Entity on the e-procurement portal simultaneously with these bidding documents in accordance with ITB Clause 7 a).

7. Breach of Contract and Penalty

Penalties will be levied on the service provider, for the violation of any clause of the contract is as below:

1st instance – 1% of quarterly Estimated deposit.

2nd instance – 2% of quarterly Estimated deposit.

3rd instance – 3% of quarterly Estimated deposit.

Note:

(i). Subsequent increase in penalty for further instances

(ii). Tender shall be terminated if the penalty crossed to 10% of quarterly Estimated deposit in any quarter,

or

Overall imposed penalty percentage reached to 20% during the contract period.

Note: Bidder shall adhere to the Minimum Frequency of Cleaning in all the 07 Sectors. Non maintaining the Minimum Frequency of Cleaning will be considered as one instance separately for all 07 Sector.

Section 6 – Bidding Forms

SN	Name of the Form	Page No.
1	Letter of Bid	33
2	Checklist of documents comprising bid	35
3	Bidder Information Form	36
4	Bidder's Qualification Information	37
5	Financial Bid Format	Uploaded Separately as a .xlsx file (BOQ)

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.: SEEPZ SEZ/ESTATE/STP/50/2021-22

To,

The Deputy Development Commissioner & Estate Officer
SEEPZ, SEZ Authority
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: 'Removal and Disposal of Sludge from Open & Closed Gutters, Sewerage/Drainage lines, Sewage Treatment Plant (STP) and Septic tanks in SEEPZ-SEZ premises & Residential Staff Quarters'.
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, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, 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 consultant or any other individual or entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for

the contract from the SEEPZ SEZ Authority;

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 highest 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.
16. For Financial offer, we undertake that-
 - a) **We will pay for at-least estimated annual quantity (i.e. 624000 Kilogram) irrespective of the quantity removed in 01 year of contract period on quarterly basis on the “rate per kilogram” offered in BOQ.**
 - b) **Also, in case of quantity removed more than quarterly quantity (i.e. 156000 Kilogram) in any quarter, we will pay for additionally removed quantity on the same rate as quoted in BOQ.**
 - c) **Quoted rates are only for the quantity removed from Sector-1 to Sector-6 of SEEPZ SEZ premises, however, we have to clean and remove Sludge from Residential quarters (Sector-7) on defined minimum frequency in Activity Schedule.**
 - d) **Quoted “rate per kg” in BOQ is the Net amount payable to the SEEPZ SEZ Authority and does not include any taxes/ duties or other charges, wherever applicable. SEEPZ SEZ Authority is not liable or responsible to pay any amount towards any taxes/ duties. Accordingly, no deductions from the offered rate will be demanded later on account of any taxes or other charges.**
 - e) **Reconciliation after the completion of the contract period of 01 year:-**

After the completion of one year of contract period, re-conciliation of the quantity of cleared/ removed sludge will be arrived, but the same shall not be later than the 45 days from the contract end date. The re-conciliation will be done in following manner-

- **If the sum of quantity removed/ cleared, in all the 04 quarters of the contract period of 01 year is-**
 - (i) more than the Estimated Annual Quantity (i.e. 624000 Kg), then we will pay for the total removed/ cleared quantity calculated on rate per kg quoted in BOQ.

- (ii) Equal to the Estimated Annual Quantity (i.e. 624000 Kg), then we will pay for Estimated Annual Quantity (i.e. 624000 Kg) on rate per kg quoted in BOQ.
- (iii) less than the Estimated Annual Quantity (i.e. 624000 Kg), then also, we will pay for Estimated Annual Quantity (i.e. 624000 Kg) on rate per kg quoted in BOQ.
- (iv) Thus, in any circumstances, we will pay for at-least 624000 Kg on the rate quoted in BOQ and in case of total quantity removed is more 624000 Kg for complete year, then we will pay the amount calculated on actual quantity removed at the rate per kg quoted in BOQ.

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	Bid Security declaration furnished in accordance with Annexure I		
3	Bidder Information Form as per Form provided in Section 6: Bidding Forms		
4	Documents establishing Bidders' eligibility in accordance with BDS (ITB 4 a)		
5	Documents establishing Bidders' qualification in accordance with Forms given in Section 6: Bidding Forms		
6	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.		
7	Financial Bid (to be uploaded in a separate folder)		NA

3. Bidder Information Form

Date:

Bid Ref. No.: SEEPZ SEZ/ESTATE/STP/50/2021-22

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	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 3 years (i.e. since FY 2021-22)	Registration / Incorporation certificate and 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	<p>Bidder must have an average annual turnover of at least Rs. 25 Lakh during past 5 financial years (FY 2019-20 to 23-24) from services of similar nature.</p> <p>Services of similar nature include all type of cleaning and housekeeping services.. however, if a bidder do not have requisite experience, the bidder can provide the services by sub-contracting, subject to the bidder shall submit the experience of such sub-contractor alongwith an undertaking in Format prescribed in Appendix-A to SCC.</p>	Audited financial statements for the past 3 financial years. Provisional financial statement certified by the CA shall be acceptable only for FY2021-22. CA certificate clearly specifying the volume of turnover from services of similar nature.		
4	<p>Bidder must have experience of at least 2 completed contracts, each amounting to not less than Rs. 25 Lakh, with similar scope of work for any government/ PSU/Private Firm during past 5 financial years (FY 2019-20 to 23-24) from services of similar nature.</p> <p>Ongoing contracts where at least 70% of the contract has been completed (in terms of either scope of work or payments) shall</p>	<p>3. Completion certificate clearly mentioning the scope of work, contract value and client name.</p> <p>4. For ongoing projects, a certification from the client that 70% of work has been completed or a certificate from CA that 70% of payments have been received, having clear</p>		

	<p>also be considered in lieu of completed assignments. Services of similar nature include all type of cleaning and housekeeping services. however, if a bidder do not have requisite experience, the bidder can provide the services by sub-contracting, subject to the bidder shall submit the experience of such sub-contractor alongwith an undertaking in Format prescribed in Appendix-A to SCC.</p>	<p>mention of the scope of work, contract value and client name.</p>		
5	<p>Bidder should have a positive net worth during each of the past 3 financial years.</p>	<p>CA certificate clearly stating that the bidder has positive net worth during each of the past 3 Fys.</p>		
6	<p>Bidder should deploy a Contract Manager with at least 12th passing certificate and at least five (5) years of experience.</p>	<p>Profile of the proposed contract manager clearly describing the educational qualifications and experience.</p>		
7	<p>Bidder must indemnify the employer (SEEPZ SEZ Authority) against any legal implications arising due to the service provider's non-compliance to statutory provisions pertaining to the services outlined in the scope of work.</p>	<p>Affidavit of Indemnity (Indemnity Bond) on a Rs.500 stamp paper comprising the following text: "We hereby agree to undertake that we shall, at all times, indemnify and keep indemnified the Employer i.e. SEEPZ SEZ Authority against all claims/ damages for any violation of any statutory / licensing requirements / Pollution control norms while providing our services under the Contract.</p>		

		<p>We shall indemnify the Client in full for any failure in performance on account of default or non-fulfillment of our obligations. We understand that, in such case, all the costs and expenses incurred by the employer are recoverable from us.”</p>		
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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) “Accepted Rates” means the rates per kg offered by the successful contractor duly accepted by the client;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 Accepted Rates.
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 or such other later date as may be stated in the SCC .
2.2 Commencement of Services	
2.2.1 Program	Before commencement of the Services, the 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.
2.2.2 Starting Date	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 .
2.3 Intended Completion Date	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

	<p>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 Accepted Rates, 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>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>2.5.2 No Breach of Contract</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>2.5.3 Extension of Time</p>	<p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p>
<p>2.6 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

<p>2.6.2 By the Service Provider</p>	<p>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> <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> <p>a. if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not 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. (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>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 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>
<p>3.3 Confidentiality</p>	<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</p>

	Contract, or the Employer's business or operations without the prior written consent of the Employer.
3.4 Insurance to be Taken Out by the Service Provider	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.
3.5 Service Provider's Actions Requiring Employer's Prior Approval	The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions: <ul style="list-style-type: none"> a. entering into a subcontract for the performance of any part of the Services, b. changing the Program of activities; and c. any other action that may be specified in the SCC.
3.6 Reporting Obligations	The Service Provider shall submit to the Employer the reports and documents as specified in the SCC .
3.7 Documents Prepared by the Service Provider to Be the Property of the Employer	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 .
3.8 Liquidated Damages	
3.8.1 Payments of Liquidated Damages	The Service Provider shall pay liquidated damages to the Employer at the rate per week stated in the SCC for each week or part thereof that 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 the advance deposited with the Employer. Payment of liquidated damages shall not affect the Service Provider's liabilities.
3.8.2 Lack of performance penalty	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 specified in the SCC .
3.9 Performance Security	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.
3.10 Adherence to laws, regulations and statutory requirements	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 .
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	The Employer shall use its best efforts to provide the

Exemptions	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	
6.1 Accepted Rates	The Service Provider's accepted rates shall be a fixed lump-sum net of all costs incurred by the Service Provider in carrying out the Services described in Appendix A. The accepted rates are set forth in the SCC.
6.2 Terms and Conditions of Payment	Payments shall be made by the Service Provider according to the payment schedule stated in the SCC.
6.3 Accounting for defects	The principle and modalities of Inspection of the Services by the Employer shall be as indicated in the activity schedule. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. In case the Service Provider fails to rectify the defects, lack of performance penalty as specified under sub-clause 3.8.2 shall be applicable.
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.
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Section 8 – Special Conditions of Contract (SCC)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	The contract name is “Engagement of Contractor for Removal and Disposal of Sludge from Open & Closed Gutters, Sewerage/Drainage lines, Sewage Treatment Plant (STP) and Septic tanks in SEEPZ-SEZ premises & Residential Staff Quarters”
1.1(d)	The Employer is <i>SEEPZ SEZ Authority, Andheri, Mumbai</i>
1.1(h)	The Service Provider is ____ (type of entity)_____
1.4	<p>The addresses are:</p> <p>Employer : SEEPZ SEZ Authority, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai 400096</p> <p>Attention : Deputy Development Commissioner, SEEPZ SEZ Authority</p> <p>E-mail: ddcseepz-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: <i>Shri Hanish Rathi, Assistant Development Commissioner</i></p> <p>For the Service Provider: <i>[name, title]</i>_____</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 _____.

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	<p>The risks and coverage by insurance shall be:</p> <p>(i) Third Party motor vehicle – at least 100% of the market value of rented vehicles, if any.</p> <p>(ii) Third Party liability – as stipulated by relevant government law</p> <p>(iii) Employer’s liability and workers’ compensation – as stipulated in the employees’ compensation act.</p>
3.5 c.	The Service Provider shall follow the protocol stipulated in the activity schedule regarding entering-exiting Employer’s premises and for weighting and carrying the sludge and other wastes.
3.7	There are no specific restrictions.
3.8.1	<p>The rate of liquidated damages leviable is Rs.0.50 per kg per week (calculated as deficit between the proposed and actual quantities to be removed)</p> <p>The total amount of liquidated damages shall not exceed Rs. 2.0 per kg beyond which the Employer may exercise its right to terminate the contract.</p>
3.8.2	During the execution of the specified services if the Service Provider causes any nuisance or damage to any asset or resource on the Employer’s premises, the cost of making good such damages shall be recovered from the Service Provider.
3.10	<p>The Service Provider is also required to adhere to the following regulations:</p> <p>Contractor’s Labour Regulations – Attached as Appendix C</p> <p>SOP for Removal of Hazardous Waste – Attached as Appendix D</p>
5.1	The Employer shall provide necessary assistance in providing gate-passes for smooth entry of the Service Provider’s vehicles and employees.
6.1	The accepted rates is:
6.2	<ol style="list-style-type: none"> 1. The Service Provider shall submit an advance deposit of Rs.10 lakh before signing the contract agreement. 2. The Employer shall deduct amounts corresponding to the weight of

	<p>sludge and other waste removed multiplied by the accepted rate plus liquidated damages and lack of performance penalties, if applicable.</p> <p>3. The Employer shall intimate the Service Provider once 80% of the advance deposit has been depleted, seeking additional advance deposit of Rs. 10 Lakh.</p> <p>4. The Service Provider shall submit the additional advance deposit within 14 days of such intimation before removing additional sludge and other wastes equivalent to Rs. 1 Lakh, whichever is earlier.</p> <p>5. Procedure described under above steps shall be repeated till the completion of the contract.</p>
7.2	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.
Additional Clauses	
<p>It is the sole responsibility of the successful bidder who'll be the service provider</p> <p>(a) To follow all the Labour regulations and other mandatory compliances applicable to tendered services in an industrial area having hazardous waste which is situated in Maharashtra & applicable to a central government organization.</p> <p>(b) To follow all the mandatory & applicable laws related to removal & disposal of hazardous waste from the SEEPZ, SEZ premises. Service provider has to ensure that the removal & disposal of such hazardous waste shall not harm environment and all the environmental laws/norms shall be followed.</p> <p>(c) Bidders shall ensure all the compliances as per applicable laws/rules/norms applicable to provide such services in central government departments situated in Maharashtra (i.e. SEEPZ, SEZ, Mumbai).</p>	

Appendix A – UNDERTAKING BY SUB-CONTRACTOR

(To be printed on the Letterhead of Sub-contractor)

I/We, M/s. _____, undertake that we will abide by all the Terms & Conditions of the Bid document as well contract document executed after award of contract between the SEEPZ SEZ Authority being Procuring Entity and participant bidder. All the directions, to fulfill the contract Activity Schedule will be binding on us as a sub-contractor of the participant bidder M/s..

(Signature)

Name of Authorized representative of Sub Contractor

Name of the Sub Contractor

(Stamp/ seal of sub contractor)

(Signature)

Name of Authorized representative of Participant Bidder

Name of the Participant Bidder

(Stamp/ seal of Participant Bidder)

Appendix B: PREMISE MAPS

Section 9 – Contract Forms

1. Letter of Acceptance

{On Employer’s Letterhead}

Date:

To
The Deputy Development Commissioner & Estate Officer
SEEPZ SEZ Authority, MIDC Central Road,
Andheri East, Mumbai-400096

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

This is to notify you that your Bid dated *[insert date of bid submitted by the bidder]* for the execution of services titled “*Engagement of Contractor for Removal and Disposal of Sludge from Open & Closed Gutters, Sewerage/Drainage lines, Sewage Treatment Plant (STP) and Septic tanks in SEEPZ-SEZ premises & Residential Staff Quarters*” against Bid Invitation Ref. No. *[insert Bid Ref. No.]* is hereby accepted by the Employer for the Accepted Rates 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 amounting to Rs. 10 Lakh in the form of a bank guarantee or a fixed deposit in favour of Pay & Accounts Officer, SEEPZ SEZ Authority within 28 days. In case the bidder chooses to submit a bank guarantee, the format for Performance Bank Guarantee given below shall be used.

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 General 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 with an offer to pay for the sludge and other wastes at the rate of [insert accepted rate] per kg;

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: Undertaking from Sub-Contractor
 - Appendix B: Premise Maps

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

b) the Service Provider shall make payments to the Employer in accordance with the provisions of the Contract.

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

For and on behalf of [name of Employer]

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]

3. Performance Bank Guarantee Format

{The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated}

Beneficiary: SEEPZ SEZ Authority, Andheri (E), Mumbai 400096

Date: *[Insert date of issue]*

Performance Guarantee No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Service Provider]* (hereinafter called "the Applicant") has been selected as a successful bidder as communicated in the Employer's Letter of Acceptance (LoA) dated *[insert date]*, for the Non-Consulting Services of ***Engagement of Contractor for Removal and Disposal of Sludge from Open & Closed Gutters, Sewerage/Drainage lines, Sewage Treatment Plant (STP) and Septic tanks in SEEPZ-SEZ premises & Residential Staff Quarters*** (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of Rs. 10 Lakh only (Rupees Ten Lakh only), such sum being payable upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the 28th Day of February, 2023, and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]
[Official Seal]