



SEEPZ SEZ AUTHORITY

OPEN COMPETITIVE BIDDING

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

Bidding Documents

For

**Engagement of Contractor for Monthly Clearance,
Removal and Disposal of Investment Powder
Waste from SEEPZ- SEZ Premises.**

Tender Ref. No.: SEEPZM-EOPT/4/2025-PROC

Date of Issue: 30/09/2025

ISSUING AUTHORITY:

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

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

E-Mail: hanishr.g171701@gov.in & ddcseepz-mah@nic.in & seepz.pmu@gov.in

Helpline No.: 022-28290856

Landlines: 022-28294728/29

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

Key information at a glance

| SN | Item | Description |
|----|--|--|
| 1 | Tender Ref. No. | SEEPZM-EOPT/4/2025-PROC |
| 2 | Tender Title | Engagement of Contractor for Monthly Clearance, Removal and Disposal of Investment Powder Waste from SEEPZ- SEZ premises. |
| 3 | Cost of Bidding Documents | Bidding documents can be downloaded upon payment of a non-refundable fee of ₹1,000/- from the following websites: https://eprocure.gov.in/epublish/app http://seepz.gov.in/tender.aspx |
| 4 | Date of Tender Publishing | 30 September 2025 |
| 5 | Date and time for physical visits of prospective bidders to SEEPZ-SEZ premises are permissible | As per Bidders convenience before bid due date. |
| 6 | Date and time of Pre-bid Meeting | 08 October 2025 at 3:30 PM |
| 7 | Tentative date for publishing Responses to Pre-bid Queries and Corrigendum, if any | 11 October 2025 |
| 8 | Last date and time for Submission of Bids (Technical + Financial Bids) | 21 October 2025 at 3:00 PM |
| 9 | Date and time of opening of Technical Bids | 22 October 2025 at 3:30 PM |
| 10 | Tentative date for publication of Technical Evaluation upload on CPP Portal | TBD |
| 11 | Date and time of opening of Financial Bids | To be informed to the qualified bidders. |
| 12 | Expected date of Award of Contract | To be informed to the successful bidder. |
| 13 | Tender Contact / Helpline Details | <u>Primary Tender Custodian (PTC):</u> Shri Hanish Rathi, ADC eProcurement Contact: 022-28294756/7976067037, Email- hanishr.g171701@gov.in <u>Roles of PTC:</u> 1. All preliminary queries/ telephone queries can be addressed to PTC. 2. PTC maintains a dedicated call log / |

| | | |
|----|--|---|
| | | <p>e-mail received chronologically for the specific tender.</p> <p>3. Provides response on email after due internal approval by Competent Authority.</p> <p>4. Intimates / responds all prospective bidders of timelines including pre-bid, corrigendum etc.</p> <p>5. Organize / support and facilitate all field / site visits.</p> <p>6. Responds to queries and clarifications sought after due approval of the reply being furnished by Competent Authority.</p> <p>7. Supervising the work and timely report to DDC.</p> <p>8. Supervises Pre-bid meeting arrangements and issue of corrigendum's / clarifications.</p> <p>9. Overall Supervision of all aspects related to the tender process.</p> |
| 14 | Link for accessing training schedule regarding use of e-procurement portal by bidders may be found at: | https://eprocure.gov.in/cppp/trainingdisp |
| 15 | Authority to be contacted in case of any clarification / request for entry permission for physical visit | <p>Name: - Shri. Hanish Rathi</p> <p>Designation:- Asst. Development Commissioner</p> <p>Email:- hanishr.g171701@gov.in with CC to ddcseepz-mah@nic.in & seepz.pmu@gov.in</p> <p>Contact:- 022-28294756/7976067037</p> |
| 16 | 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: SEEPZM-EOPT/4/2025-PROC

Date: 30/09/2025

Tender Title: Engagement of Contractor for Monthly Clearance, Removal and Disposal of Investment Powder Waste from SEEPZ-SEZ premises

1. The SEEPZ SEZ authority invites online bid for eligible bidders for Monthly Clearance, Removal and Disposal of investment powder waste as per the environment standards at regular interval of one month or as and when required / as directed by SEEPZ-SEZ Office subsequently.
2. The total estimated quantity of Investment powder waste to be generated & accumulated at the SEEPZ SEZ premises is approximately 70 Tons per month, i.e. 840 tons annually, however the actual quantity may differ and bidder has to pay for actual quantity removed.
3. More details pertaining to the scope of work and procedure to be followed may be under the Activity Schedule (Section V).
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/eprocure/app>. Bidders can download the bidding documents from this portal upon payment of a **non-refundable fee of ₹1,000/-**.
5. Interested bidders must register on e-procurement portal and upload their technical and financial bids separately within the stipulated time and date i.e. 21st October 2025 till 1500 Hours. All bids must be accompanied by Bid Security.
6. Detailed instructions regarding online submission of bids may be seen Annexure I. In case of any issues or queries related to the e-procurement portal, kindly send an email request to hanishr.g171701@gov.in with copy to ddcseepz-mah@nic.in and seepz.pmu@gov.in or contact on 022-28294757 / 07976067037. 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.
7. The bidder is solely responsible for 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.
8. Technical bids shall be opened online on 22nd October 2025 at 1530 hours. Bidders can see the tender opening status by logging on to e-procurement portal using their registered IDs.
9. Technical bids will be opened online as per the schedule in the Bid Data Sheet.
10. Financial bids of only technically qualified bidders will be opened subsequently.
11. The Tender Evaluation Committee reserves the right to accept or reject any or all bids without assigning any reason, at any stage before the award of contract.
12. If the successful H1 bidder fails to accept the LoA, submit the Performance Security, or sign the Contract Agreement within the stipulated time, SEEPZ SEZ Authority may cancel the award, reassign the contract to the next eligible bidder (H2, H3 and so on), recover the risk and cost from H1 bidder, and debar/blacklist the defaulting bidder for 36 months.

Sd/-
Hanish Rathi
Asst. Development Commissioner
SEEPZ-SEZ Authority

Section 2 – Instructions to Bidders (ITB)

A. General

1. Introduction

- a) This Section provides the relevant information as well as instructions to assist prospective Bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Procuring Entity, being SEEPZ, SEZ Authority for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- b) Before preparing the bid and submitting the same to the Procuring Entity, being SEEPZ, SEZ authority, the Bidder should read and examine all the terms & conditions, instructions etc. contained in the Bidding Documents. Failure to provide required information or to comply with the instructions incorporated in this Bidding Documents may result in rejection of bids submitted by Bidders.
- c) The successful Bidder will be expected to complete the performance of Services on regular monthly basis or as and when required / as directed by SEEPZ-SEZ Office as provided in the BDS and communicated in 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.
- c) The bidder (Single Entity and/or all members of Consortium/JV/Subcontractor) shall submit Integrity Pact duly signed by authorized signatory. This shall be submitted along with the bid/ tender documents and shall become part of the contract agreement. The format of the Integrity Pact is provided under *Bidding Forms*.

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-I attached to this bidding document.

B. Bidding Documents

7. Contents of Bidding Documents

- a) The Bidding Documents include the following Sections, which should be

read in conjunction with any amendment issued in accordance with ITB.

- Section 1 Notice Inviting Bids (NIB)
 - Section 2 Instructions to Bidders (ITB)
 - Section 3 Bid Data Sheet
 - Section 4 Evaluation and Qualification Criteria
 - Section 5 Activity Schedule
 - Section 6 Bidding Forms
 - Section 7 General Conditions of Contract (GCC)
 - Section 8 Special Conditions of Contract (SCC)
 - Section 9 Contract Forms
 - Financial Bid Template in MS Excel format
- b) Unless downloaded directly from the SEEPZ website (<http://seepz.gov.in>) or the e-procurement portal (<https://eprocure.gov.in/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.

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 details.
 - 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.
 - Integrity Pact
 - Power of Attorney in favor of the authorized signatory signing the bid, in case the signatory is not the sole proprietor or authorized partner/director as per incorporation documents.
- b) Bidder's financial bid shall comprise the financial quote submitted in the excel template published along with these bidding documents.

12. Financial Quote

- a) 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.
- b) Quotation shall be in “rate per kilogram”, however, bidder has to pay for at least estimated annual quantity (i.e. 840000 Kilogram) irrespective of the quantity removed in 01 year of contract period on quarterly basis.
- c) Also, in case of quantity removed more than estimated quarterly quantity (i.e. 210000 Kilogram) in any quarter, bidder shall pay for additionally removed quantity on the same rate as quoted in BOQ.
- d) Quoted rates are only for the quantity removed from SEEPZ SEZ premises, however, they have to clean and remove investment powder on defined minimum frequency in Activity Schedule.

e) Quoted “rate per Kg” in the Bill of Quantities (BOQ) shall be inclusive of all applicable taxes (except GST as GST is not applicable for SEEPZ SEZ), custom duty and other duties, levies, and any other statutory charges. This rate shall be treated as the final amount payable by the successful bidder to the SEEPZ SEZ Authority. No additional payment shall be made by the SEEPZ SEZ Authority on account of any tax and duties whatsoever. It shall be the sole responsibility of the bidder to account for all such costs while quoting the rate, and no request for revision or deduction shall be entertained at any stage.

f) **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 investment powder 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-

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. 840000 Kg), then the bidder must pay for the total removed/ cleared quantity calculated on rate per kg quoted in BOQ.
- (ii). Equal to the Estimated Annual Quantity (i.e. 840000 Kg), then the bidder must pay for Estimated Annual Quantity (i.e. 840000 Kg) on rate per kg quoted in BOQ.
- (iii). less than the Estimated Annual Quantity (i.e. 840000 Kg), then also, the bidder must pay for Estimated Annual Quantity (i.e. 840000 Kg) on rate per kg quoted in BOQ.

Thus, in any circumstances, the bidder must pay for at-least 840000 Kg on the rate quoted in BOQ and in case of total quantity removed is more 840000 Kg for complete year, then the same shall be calculated on actual quantity removed on the rate per kg quoted in BOQ.

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) (refundable) along with Technical bid as specified in BDS.

The EMD of the unsuccessful Bidders shall be refunded after the execution of the Contract Agreement with the Successful Bidder. The Bidders must also submit a copy of Cancelled Cheque along with their technical proposals to facilitate EMD refund. Any bid not accompanied by a Bid Security (EMD) 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 upload their technical and financial bids in separate folders provided on the CPPP portal i.e. <https://eprocure.gov.in/eprocure/app>. Any indication of price offering in the technical bid shall lead to disqualification of the bidder. No Offline tenders shall be accepted under any circumstances.
- b) Bids may be submitted by a single entity or a Consortium/Joint Venture (JV) of entities.
- c) Submission of Bids in case of a Consortium / JV:
 - (i) In case of a Consortium/JV, the bid must clearly identify the Lead Member who shall be responsible for the execution of the contract and shall be authorized to incur liabilities and receive instructions for and on behalf of all members of the Consortium/JV.
 - (ii) The Consortium/JV shall submit a legally binding Joint Bidding Agreement (JBA) signed by all members, clearly outlining the roles, responsibilities, and share of each member. The JBA must remain valid for the duration of the contract.
 - (iii) The composition and structure of the Consortium/Joint Venture shall be in accordance with the applicable provisions of the General Financial Rules (GFR), 2017, including any subsequent revisions or amendments issued by the Government of India.
 - (iv) No member of a Consortium/JV shall be allowed to participate in more than one bid, either individually or as a member of another Consortium/JV.
 - (v) All members of the Consortium/JV shall be jointly and severally responsible for the execution of the contract in accordance with the

terms of the RFP and the Contract Agreement.

- (vi) No change in the composition of the Consortium/JV shall be permitted after the submission of the bid without prior written approval of the SEEPZ SEZ Authority.

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 Tender Fee and Bid Security;
 - that the bid is unconditional and that the Bidder has agreed to give therequired 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 will include and take into account the customs duty. All other taxes and duties / GST applicable on the services shall be exclusive if the contract is awarded to the Bidder. SEEPZ SEZ Authority will not be liable to pay any amount towards GST and taxes. (The service provider need not pay any additional amount to the SEEPZ-SEZ Authority towards Custom Duty).
- 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

- 1. Subject to its bid being technically qualified, unconditional and complete, the bidder offering the highest rate (H1) shall be considered for award of contract.
- 2. If the successful H1 bidder fails to accept the LoA, submit the Performance Security, or sign the Contract Agreement within the stipulated time, SEEPZ SEZ Authority may cancel the award, reassign the contract to the next eligible bidder (H2 then H3 and so on), recover the risk and cost from H1 bidder (incase H1 defaults, H2 becomes H1), and debar/blacklist the defaulting bidder for 36 months.

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 ("Rate per Kg"). The expected date of award of contract is as stipulated under BDS.

- b) Until a formal Contract is signed, the Letter of Acceptance shall constitute a binding Contract.

29. Performance Security

- a) Within fifteen (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. 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 45 days beyond the date of completion of all contractual obligations.

30. Other Statutory Requirements

Successful bidder shall be required to fulfill insurance and other statutory requirements including submission of signed undertakings assuring compliance with the various standards stipulated in the conditions of contract, failing which the course of action stipulated under ITB clause 29 b) shall be applicable.

31. Signing of Contract

Promptly after notification of Award, the Procuring Entity shall send the successful Bidder the Contract Agreement. Within 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 1 c) | The bidder shall remove the waste on a monthly basis generally in the first week of every month or as and when required / as directed by SEEPZ-SEZ Office from the designated place in the SEEPZ SEZ campus and in no case later than 3 days from issuance of formal intimation by SEEPZ SEZ Authority. |
| 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. vi) Bids may be submitted by a single entity or a Joint Venture (JV). The JV must nominate a Lead Member authorized to act on behalf of all members. All JV members shall be jointly and severally responsible for the contract, and a valid JV Agreement must be submitted with the bid, clearly outlining the roles, responsibilities, and respective shares of each member. |
| ITB 7 b) | <p>The official website of SEEPZ SEZ Authority is:</p> <p>http://seepz.gov.in The e-procurement portal is:</p> <p>https://eprocure.gov.in/epublish/app</p> |

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| ITB 8 a) | <p>The Procuring Entity's address for seeking clarifications is: Office of the Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai – 400096</p> <p>The email address is:</p> <p>Queries may also be raised by using the 'seek clarifications' option available on the e-procurement portal.</p> |
| ITB 8 b) | <p>The bidders may submit their requests for clarification no later than 7 days prior to deadline for submission of bids.</p> |
| ITB 9 a) | <p>The pre-bid meeting shall be held electronically at 1530 Hrs (3:30 PM) on 08th October 2025.</p> <p>The web-link to attend the pre-bid meeting is as follows: https://seepz.webex.com/seepz/j.php?MTID=m267f7f93292402a303ca998eb1a3c1e4 Meeting number: 2515 830 2830 Password: Invest@123 a</p> |
| ITB 11 a) | <p>In addition to the documents prescribed in ITB, bidders shall also submit a draft work plan for monthly removal and disposal of the investment powder waste (70 tons approx.) i.e. 840 tons annually. This plan should include key tasks, corresponding timelines, details regarding environmental safeguards and names of designated person in-charge.</p> |
| ITB 12 | <p>The financial offer shall be a single rate per kg for removal and disposal of investment powder waste adhering to the specified contractual conditions and other legal obligations payable to the client.</p> <ol style="list-style-type: none"> 1. Quotation shall be in "rate per kilogram", however, bidder has to pay for at-least estimated annual quantity (i.e. 840000 Kilogram) irrespective of the quantity removed in 01 year of contract period on quarterly basis. 2. Also, in case of quantity removed more than quarterly quantity (i.e. 210000 Kilogram) in any quarter, bidder shall pay SEEPZ SEZ Authority for additionally removed quantity on the same rate as quoted in BOQ. 3. Quoted rates are only for the quantity removed from SEEPZ SEZ premises, however, they have to clean and remove Investment Powder on defined minimum frequency in Activity Schedule. 4. Quoted "rate per Kg" in the Bill of Quantities (BOQ) shall be inclusive of all applicable taxes (except GST as GST is not applicable for SEEPZ SEZ), custom duty and other duties, levies, and any other statutory charges. This rate shall be treated as the final amount payable by the successful bidder to the SEEPZ SEZ Authority. No additional payment shall be made by the SEEPZ SEZ Authority on account of any tax and duties whatsoever. It |

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| | <p>shall be the sole responsibility of the bidder to account for all such costs while quoting the rate, and no request for revision or deduction shall be entertained at any stage.</p> <p>5. Reconciliation after the completion of the contract period of 01 year:-</p> <p>After the completion of one year of contract period, re-conciliation of the quantity of cleared/ removed Investment powder 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-</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. 840000 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. 840000 Kg), then the bidder has to pay for Estimated Annual Quantity (i.e. 840000 Kg) on rate per kg quoted in BOQ.</p> <p>(iii). less than the Estimated Annual Quantity (i.e. 840000 Kg), then also, the bidder has to pay for Estimated Annual Quantity (i.e. 840000 Kg) on rate per kg quoted in BOQ.</p> <p>Thus, in any circumstances, the bidder has to pay for at-least 840000 Kg on the rate quoted in BOQ and in case of total quantity removed is more 840000 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 in Bids shall remain valid for a period of 180 days from the deadline of submission of bids. |
| ITB 14 | <p>Bid Security (EMD) (refundable) amounting to Rs. 10,00,000/- shall be paid alongwith Technical Bid.</p> <p>The beneficiary details are: Name of the Beneficiary: SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY Bank and Branch Name: Punjab National Bank, SEEPZ branch Account no.: 1253002100028398 IFSC Code: PUNB0125300 Payable at: Mumbai</p> <p>The Bidders must also submit a copy of Cancelled cheque along with their technical proposals to facilitate EMD refund.</p> |
| ITB 17 | The deadline for submission of bids is till 1500 Hrs (03:00 PM) on 21 st October, 2025. |

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| ITB 19 a) | <p>The technical bids shall be opened online at 1530 Hrs (03:30 PM) on 22nd October, 2025.</p> <p>The tentative date for publication of Technical Evaluation Results is TBD</p> |
| 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>In addition to the Performance Security, there shall be an advance quarterly deposit to be deposited by the successful bidder.</p> |
| ITB 28 a) | <p>The expected date of award of contract will be informed to the successful bidder.</p> |

Annexure I - Instructions for Online Bid Submission

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

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

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

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the transaction through NEFT/RTGS.
4. Bidder should submit the EMD as per the instructions specified in the tender document in ITB 14. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white 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 filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

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

ASSISTANCE TO BIDDERS

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

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 at (0120) 4001002 / 4001005 / 4493395 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 | Applicability in case of JV Members |
|----|--|---|---|
| 1 | Bidder must be a valid legal entity registered with appropriate government authority in the form of a firm / company / LLP and must be in existence for at least 5 years (i.e. since FY2020-21). | 1. Registration / Incorporation certificate 2. Details of ownership, address, contact details including e-mail and telephone numbers. | Documents of each JV member shall be submitted. |
| 2 | Bidder must be registered with GSTN and must possess a valid PAN. | Copies of GSTIN and PAN. | Documents of each JV member shall be submitted. |
| 3 | Bidder must have an average annual turnover of at least Rs.20 Lakhs during past 03 financial years (FY 2021-22, FY 2022-23 & FY 2023-24). Services of similar nature include removal of Investment Powder Waste, Drain Cleaning, Garbage Disposal, Waste disposal wherein | 1. Audited financial statements for the past 3 financial years. Provisional financial statement certified by the CA shall be acceptable only for FY 2024-25. 2. CA certificate clearly specifying the volume of turnover from services of similar nature. 3. All CA certificates and financial statements | In case of JV , all partners should collectively meet the 100% criteria. |

| SN | Criterion | Documents to be submitted | Applicability in case of JV Members |
|----|---|---|---|
| | the aspect of metal recovery (precious metals) is also incorporated. | must bear a valid UDIN (Unique Document Identification Number). The details mentioned in the certificate and the corresponding UDIN must match and be verifiable. <i>Failure to comply shall render the documents non-compliant.</i> | |
| 4 | <p>Bidder must have experience of at least 2 completed contracts, each amounting to not less than Rs.10 Lakhs, with similar scope of work for a government client.</p> <p>Ongoing contracts where at least 70% of the contract has been completed (in terms of either scope of work or payments) shall also be considered in lieu of completed assignments.</p> | <ol style="list-style-type: none"> 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 from CA that 70% of payments have been received, having clear mention of the scope of work, contract value and client name. 3. All documents certified by CA must bear a valid UDIN (Unique Document Identification Number). The details mentioned in the certificate and the corresponding UDIN must match and be verifiable. <i>Failure to comply shall render the documents non-compliant.</i> | In case of JV , all partners should collectively meet the 100% criteria. |
| 5 | Bidder should have a positive net worth during each of the past 3 financial years. | <p>CA certificate clearly stating that the bidder has positive net worth during each of the past 3 FYs.</p> <p>All documents certified by CA must bear a valid UDIN (Unique Document Identification Number). The details mentioned in the certificate and the corresponding UDIN must match and be verifiable.</p> | Documents of each JV member shall be submitted. |

| SN | Criterion | Documents to be submitted | Applicability in case of JV Members |
|----|---|---|---|
| | | <i>Failure to comply shall render the documents non-compliant.</i> | |
| 6 | <p>Bidder should have liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, amounting to at least Rs. 5 Lakhs.</p> <p>This means that bidder must have dedicated cash/credit availability of Rs. 5 Lakhs to be able to make payments under this contract. Any advances paid by other clients and amounts committed towards other contracts need to be subtracted while calculating net cash/credit availability.</p> | <p>CA certificate specifying the availability of liquid assets / accessto credit.</p> <p>All documents certified by CA must bear a valid UDIN (Unique Document Identification Number). The details mentioned in the certificate and the corresponding UDIN must match and be verifiable.</p> <p><i>Failure to comply shall render the documents non-compliant.</i></p> | Documents of each JV member shall be submitted. |
| 7 | Bidder should deploy a Contract Manager with graduate degree and at least five years of experience. | Profile of the proposed contract manager clearly describing the educational qualifications and experience. | - |
| 8 | 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>Affidavit of Indemnity (Indemnity Bond) on a Rs.500 non-judicial stamp paper duly signed and notarized 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</p> | Documents of each JV member shall be submitted. |

| SN | Criterion | Documents to be submitted | Applicability in case of JV Members |
|----|---|--|---|
| | | / pollution control norms while providing our services under the Contract. We shall indemnify the Client in full for any failure in performance on account of default or non-fulfillment of our obligations. We understand that, in such case, all the costs and expenses incurred by the employer are recoverable from us.” | |
| 9 | Integrity Pact | To be executed on Rs. 500/- non-judicial stamp paper duly signed and notarized as per format provided at Proforma of Integrity Pact and shall be submitted along with the Technical Bid. | Documents of each JV member shall be submitted. |
| 10 | Undertaking for Compliance with Labour Laws and Environmental Regulations as per format given in Bidding form 6 | Undertaking as per provided format on Rs. 500/- non-judicial stamp paper duly signed and notarized. | Documents of each JV member shall be submitted. |

Bidders must ensure that the documentary evidence submitted by them as proof of their qualification must provide the necessary information in adequate details to establish the facts without a scope for doubt. Any scanned documents being submitted must possess adequate resolution to ensure their legibility without confusion. In case any information necessary for establishing bidder's qualifications is not clear from the documents submitted, the evaluation committee's interpretation in that regard shall be final. Incomplete or unclear documents may lead to disqualification of the bidder.

Financial Evaluation Process

For the purpose of financial evaluation, the evaluation committee shall use the comparison sheet generated on the e-procurement portal subsequent to financial bid opening. However, in case of any technical issues in identifying the highest bidder using the system-generated comparison sheet, the evaluation committee may prepare a comparison sheet manually. The committee shall consider per kg rate offered by the bidder in accordance with the evaluation logic stipulated under ITB 25 b).

Section 5 – Activity Schedule

1. Background

The Investment Powder is specially formulated for stone-in-place casting with exceptionally smooth surface quality and easier finishing. Creates strong, gas-permeable molds to help ensure complete fills at the lower temperatures needed for stone-in-place casting. It is valued for its ability to produce components with accuracy, repeatability, versatility and integrity in a variety of metals and high-performance alloys. Hence, after Investment Casting, the power is left with few granules of precious metals. Same has been tested by India Government Mint; Mumbai that 1098.50 gram of Investment powder contains 0.12124 gm of gold and 0.26900gm of silver. Detailed reports in this regard as well as the SOP for removal of hazardous waste are uploaded along with these bidding documents for ready reference.

- 1.1.The estimated quantity is 70 Tons approximately, i.e. 840 tons annually.
- 1.2.Photographs of Investment Powder dumping location – Annexure ‘A’.
- 1.3.Copy of Reports of Mint (Report No. XXI/Refinery/C&R/2020 dated 23-10-2020 and Report No. XXI/Refinery/2021/19 dated 25-05-2021) – Annexure ‘B’.
- 1.4.Copy of letter from Gems & Jewellery units in SEEPZ, SEZ – Annexure ‘C’.
- 1.5.Copy of test reports (Sample reference number 784 & 785 dated 22-04-2022) of MPCB – Annexure ‘D’.
- 1.6.Interim Report of content of Investment Powder by IIT Bombay, Powai – Annexure ‘E’.

2. Objective of the Assignment and Scope of Work

The objective of this contract is to remove the investment powder waste generated from Gems & Jewellery companies from the SEZ premises.

The selected Service Provider shall be responsible for the systematic collection, handling, and removal of investment powder waste from designated locations within SEEPZ-SEZ premises. The Service Provider shall:

- 2.1.Proper registered vehicle for removal of investment powder from SEEPZ SEZ.
- 2.2.Compliance to all environmental norms while removal of investment powder from SEEPZ SEZ and subsequently responsibility of processing the investment powder as per environmental safety norms.
- 2.3.Proper adherence to labor statutes and provision of safety and other necessary equipment to the labor/workforce engaged to remove the Investment Powder.
- 2.4.Ensure thorough cleaning of all designated areas from which investment powder is to be removed, on a monthly basis or as directed by SEEPZ-SEZ Authority.
- 2.5.Maintain cleanliness and hygiene in the assigned premises throughout the contract period.

3. Important Terms

| | |
|--------------------------------------|---|
| Estimated Annual Quantity: | 8,40,000 kg |
| Financial Quote: | Financial offer made by bidder as “rate per kg” in BOQ |
| Estimated Quarterly Quantity: | 1/4th of 8,40,000 kg i.e. 2,10,000 KG |
| Quarterly Advance deposit: | Amount equal to the “Financial Quote” multiply by “Estimated Quarterly Quantity” i.e. (rate per KG x 2,10,000) in INR. |
| Minimum Contract Value | Total value for Estimated Annual Quantity as per quoted per kg rate. |

- a) The bidder must quote a “rate per kilogram” payable to SEEPZ SEZ Authority for the quantity of investment powder removed from SEEPZ-SEZ premises.
- b) The bidder shall pay SEEPZ-SEZ Authority for a minimum of 840,000 kilograms annually, irrespective of the actual quantity removed. The payment shall be made on a quarterly basis.
- c) In the event that the bidder removes more than 210,000 kg in any quarter, payment shall be made for the excess quantity at the same rate quoted in BOQ.
- d) The bidder is responsible for clearing the investment powder as per the defined frequency in the SOP/Activity Schedule, regardless of the actual quantity present.
- e) The quoted rate per kg shall be inclusive of all applicable taxes, duties, levies, and statutory charges, except GST (which is exempt for SEEPZ-SEZ). No claims for revision or escalation shall be entertained after bid submission.

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 in the form of advance deposit within the stipulated timeframe.

Step 2: Successful bidder submits the signed Contract Agreement along with the performance security and an quarterly advance deposit of Amount equal to the “Financial Quote” multiply by “Estimated Quarterly Quantity” i.e. (rate per KG x 2,10,000) in INR within the stipulated timeframe.

Step 3: The Estate Officer issues authorization along with approval for removal of Investment Powder from the SEZ premises on monthly basis or as and when required / as directed by SEEPZ-SEZ Office.

Step 4: Successful bidder commences the work adhering to the SOP for the removal of Investment Powder Waste from SEZ as notified.

5. Standard Operating Procedure

The following Standard Operating Procedure (SOP) shall be followed for the removal of Investment Powder Waste from SEEPZ-SEZ Premises:

Step 1: Vendor shall intimate details of staff/ labor/ vehicle number for the proceedings on a particular day for clearance of investment powder waste to following officials:

- a. Estate Officer
- b. Customs Department
- c. Caretakers
- d. Utility Division

Step 2: Estate Officer shall depute the caretakers and utility staff who shall ensure the weighment of the removal load wise and also submit report of the challan copy of the weighbridge at Chakala, Mumbai for validation. Estate Officer shall make suitable arrangements on ground for local weighment as appropriate and the investment powder waste to be loaded onto the truck in the presence of Utility official, Caretaker and Custom official.

Step 3: It shall be ensured that all staff of SEEPZ-SEZ administration along with all deployed personnel of the vendor shall have protective clothing's as necessitated, viz. PPE kit, protective goggles and masks to address the concerns relating to the report from IIT, Mumbai and Maharashtra Pollution Control Board (MPCB).

Step 4: The vendor shall make an advance quarterly deposit (as per tender document clause ITB 29a) with the Estate Officer. A quarterly advance deposit of Amount equal to the "Financial Quote" multiply by "Estimated Quarterly Quantity" i.e. (rate per KG x 2,10,000) in INR. On removal of investment powder as per due procedure of weighment of the investment powder waste based on the weighbridge weight challan payable amount shall be debited at the tendered rate (Rs. quoted rate per kg). The accounting shall be done based on the statement signed by representative from vendor, customs officials, caretakers and utility sector official and submitted by e-mail to Estate Officer and to the Finance Division (Chartered Accountant Section) for the receipt reconciliation and the debiting of the standing advance amount.

Case-I: Quantity of waste 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 waste 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.

Step 5: The investment powder waste will be dumped/ stored at designated point in the SEEPZ-SEZ. The entire material has to be cleared on monthly basis or as and when required / as directed by SEEPZ-SEZ Office wherein the entire material (Investment powder waste) has to be cleared.

Step 6: As per Section 2 Clause no. 25 of tender the customs duty is payable as within the rate quoted hence for due customs duty applicable. The quoted rate per kg shall be inclusive of customs duty (if applicable). The SEEPZ-SEZ Specified Officer shall coordinate with the Estate Office to ensure compliance and settlement of customs dues related to the transaction. The Service Provider shall not claim any additional payment from SEEPZ-SEZ for customs duties, fees, or levies.

Step 7: A detailed register shall be maintained by sector official (appointed by SEEPZ-SEZ) to record the details of the clearance of the investment powder waste and submit report by e-mail to the following:

- a. Estate Officer
- b. Vendor
- c. Customs Department
- d. Joint Development Commissioner
- e. Development Commissioner

Step 8: In case of any confusion or disagreement on any specific aspects of the Standard Operating Procedure the matter shall be escalated to the Deputy Development Commissioner, SEEPZ-SEZ (ddcseepz-mah@nic.in)/ Hanish Rathi, ADC (hanishr.g171701@gov.in) by e-mail at the earliest. The Service Provider may request a formal clarification in writing, which will be binding once issued

6. Format of Financial Bid

The form for submission of financial bid in MS Excel format 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

For the purpose of this contract:

- **An Instance is defined as:**

1. Each failure to remove investment powder waste as per the minimum frequency defined in the Activity Schedule.
2. Each failure to remove investment powder waste as per the approved schedule or within the stipulated 8-day window from SEEPZ-SEZ intimation.
3. Each failure to remove visible non-powder debris (e.g., packaging, rags, etc.) within the defined timeline.
4. Each delay in depositing the Quarterly Advance amount on or before the 1st day of each quarter.

Consolidated Penalty Table-

| SN | Activity | Definition of Instance | Penalty |
|----|--|--|--|
| 1 | Non-Adherence to Minimum Cleaning Frequency | Per sector, per missed cleaning window as per Activity Schedule | 1st Instance: 1% of Quarterly Advance Deposit 2nd Instance: 2% 3rd Instance: 3% Each Subsequent: Additional 1% per instance |
| 2 | Delay in Removal of Investment Powder Waste | Delay beyond 3 days (per day, per sector) | Up to 2 days: ₹5,000 per day 3 to 7 days: ₹10,000 per day Beyond 7 days: ₹15,000 per day |
| 3 | Non-Removal of Non-Investment Powder Waste Debris | Per identified site of unremoved debris | 1st Instance: ₹5,000 2nd Instance: ₹10,000 3rd & Subsequent: ₹15,000 per instance |
| 4 | Delay in Deposit of Quarterly Advance | Per day delay beyond due date (1st day of each quarter) | Up to 2 days: ₹5,000 per day 3 to 7 days: ₹10,000 per day Beyond 7 days: ₹15,000 per day |
| 5 | Unsatisfactory Cleaning Leading to Emergency Action by SEEPZ Authority | Failure to remove investment powder waste and maintain satisfactory cleanliness requiring SEEPZ SEZ Authority to engage an alternate contractor. | Actual cost incurred by SEEPZ SEZ Authority for emergency removal shall be fully deducted from the Contractor's Advance Deposit, even if the cost is higher than the penalty amount. |

Note:

- (i). All penalties shall be directly deducted from the **Contractor's Quarterly Advance Deposit**.
- (ii). In the event that SEEPZ-SEZ Authority is required to undertake **emergency or alternate removal of investment powder waste** due to the contractor's failure or unsatisfactory service (including but not limited to monsoon-related issues, hazardous accumulation, or operational blockages) the **actual cost incurred** shall be recovered from the Contractor's available Advance Deposit, **even if it exceeds the predefined penalty amounts**.
- (iii). The contractor shall not be entitled to dispute such deductions once the emergency action is documented and approved by SEEPZ-SEZ Authority.
- (iv). **Contract will be liable for termination** if:
 - a. The **total penalties exceed 10%** of the Quarterly Advance Deposit in any quarter, or
 - b. The **cumulative penalties exceed 20%** of the total contract value during the contract period.

In such cases, termination may be effected without further notice, and SEEPZ-SEZ Authority shall reserve the right to initiate fresh procurement for the remaining duration of the contract.

Section 6 – Bidding Forms

| SN | Name of the Form | Page No. |
|-----------|--|-------------------------------------|
| 1 | Letter of Bid | 34 |
| 2 | Checklist of documents comprising bid | 37 |
| 3 | Bidder Information Form | 38 |
| 4 | Bidder's Qualification Information | 39 |
| 5 | Proforma of Integrity Pact | 43 |
| 6 | Undertaking | 48 |
| 7 | Format for Joint Bidding Agreement | 49 |
| 8 | Format for Power of Attorney to Authorized Signatory | 53 |
| 9 | Financial Bid Format | Uploaded Separately as a .xlsx file |

1. Letter of Bid

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

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

Bid Ref. No.: SEEPZM-EOPT/4/2025-PROC

Date:

To,
The Assistant 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: 'Monthly Clearance, Removal and Disposal of Investment Powder Waste from SEEPZ-SEZ premises' at regular interval of one month or as and when required / as directed by SEEPZ-SEZ Office subsequently.
4. Our final financial offer is as submitted in our financial bid.
5. We understand and accept the financial obligation to pay SEEPZ SEZ Authority for at least 840,000 kg of investment powder waste annually, in accordance with the BOQ rate quoted.
6. 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;
7. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents;
8. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process;
9. 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;
10. 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; we further confirm that the Integrity Pact, duly signed by the authorized signatory, has been submitted along with this bid as per the format provided in the bidding documents.

11. 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;
12. 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;
13. 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;
14. 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;
15. We hereby undertake to indemnify and keep indemnified the SEEPZ SEZ Authority against all claims, damages, losses, or liabilities arising out of any non-compliance with statutory, licensing, labour, or environmental obligations during the execution of the contract, as outlined in the Undertaking submitted along with this bid.
16. We hereby undertake to comply with all applicable labour laws, environmental regulations, and statutory requirements as outlined in the Undertaking submitted along with this bid.
17. We confirm that a valid Power of Attorney, authorizing the undersigned to sign this bid and act on behalf of the bidder, is enclosed with this bid.
18. 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
19. 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.
20. *[Applicable in case of submission as a Consortium/Joint Venture]* We confirm that a legally binding Joint Bidding Agreement (JBA), duly signed by all members of the Consortium/Joint Venture, clearly outlining the roles, responsibilities, and respective shares of each member, has been submitted along with this bid, in accordance with the format provided in the Bidding

Documents. The JBA shall remain valid for the entire duration of the contract.

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

[Note: In case of submission as a Consortium/ Joint Venture, the Letter of Bid shall be signed by all members of the Consortium/JV or by the Lead Member duly authorized through a Power of Attorney executed by all members.]

2. Checklist of documents comprising bid

| SN | Document | Included (Y/N) | Page No. |
|----|---|----------------|----------|
| 1 | Letter of Bid as per the form provided in Section 6 –Bidding Forms | | |
| 2 | Bidder Information Form as per Form provided in Section 6: Bidding Forms | | |
| 3 | Documents establishing Bidders' eligibility in accordance with BDS (ITB 4 a) | | |
| 4 | Documents establishing Bidders' qualification in accordance with Forms given in Section 6: BiddingForms | | |
| 5 | An Undertaking duly signed on the letter head from the Bidders to the effect that they agree and abide by the clauses / conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter. | | |
| 6 | Affidavit of Indemnity | | |
| 7 | Integrity Pact | | |
| 8 | In case of Consortium/Joint Venture: a) Copy of Joint Bidding Agreement (JBA) as per the Bidding Form 7 b) Details of all JV members including roles and responsibilities c) Power of Attorney for Authorized Representative from the designated Lead Member | | |
| 9 | Financial Bid (to be uploaded in a separate folder) | | NA |

3. Bidder Information Form

Date:

Bid Ref. No.: SEEPZM-EOPT/4/2025-PROC

| | |
|---|--|
| Bidder Type | <input type="checkbox"/> Single Entity <input type="checkbox"/> Consortium/Joint Venture (JV) <i>If JV / Consortium, provide details of all members separately, and attach the Joint Bidding Agreement.</i> |
| 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: (Enclose Cancelled Cheque as proof) |

4. Bidder's Qualification Information

| SN | Criterion | Bidder's Qualification | Documents to be submitted | Documents submitted | | Page No. |
|----|---|------------------------|--|-----------------------------|------------------|----------|
| | | | | Lead Member/ Sole Bidder | Other JV Members | |
| 1 | Bidder must be a valid legal entity registered with appropriate government authority in the form of a firm / company / LLP and must be in existence for at least 5 years (i.e. since FY2020-21) | | 1. Registration / Incorporation certificate 2. Details of ownership, address, contact details including e-mail and telephone numbers. | | | |
| 2 | Bidder must be registered with GSTN and must possess a valid PAN. | | Copies of GSTIN and PAN. | | | |
| 3 | Bidder must have an average annual turnover of at least Rs.20 Lakh during past 3 financial years (FY 2021-22, FY 2022-23 & FY 2023-24). Services of similar nature include removal of Investment Powder Waste, Drain Cleaning, Garbage Disposal, Waste disposal wherein the aspect of Metal recovery (precious metals) is also incorporated. | | 1. Audited financial statements for the past 3 financial years. Provisional financial statement certified by the CA shall be acceptable only for FY2024-25. 2. CA certificate clearly specifying the volume of turnover from services of similar nature. 3. All documents certified by CA must bear a valid UDIN (Unique Document Identification Number). The details mentioned in | | | |

| SN | Criterion | Bidder's Qualification | Documents to be submitted | Documents submitted | | Page No. |
|----|--|------------------------|---|-----------------------------|------------------|----------|
| | | | | Lead Member/ Sole Bidder | Other JV Members | |
| | | | the certificate and the corresponding UDIN must match and be verifiable. <i>Failure to comply shall render the documents non-compliant.</i> | | | |
| 4 | <p>Bidder must have experience of at least 2 completed contracts, each amounting to not less than Rs.10 Lakhs with similar scope of work for a Government client.</p> <p>Ongoing contracts where at least 70% of the contract has been completed (in terms of either scope of work or payments) shall also be considered in lieu of completed assignments.</p> | | <ol style="list-style-type: none"> 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 from CA that 70% of payments have been received, having clear mention of the scope of work, contract value and client name. 3. All documents certified by CA must bear a valid UDIN (Unique Document Identification Number). The details mentioned in the certificate and the corresponding UDIN must match and be verifiable. <i>Failure to comply shall render the documents non-</i> | | | |

| SN | Criterion | Bidder's Qualification | Documents to be submitted | Documents submitted | | Page No. |
|----|---|------------------------|--|-----------------------------|------------------|----------|
| | | | | Lead Member/ Sole Bidder | Other JV Members | |
| | | | <i>compliant.</i> | | | |
| 5 | Bidder should have a positive net worth during each of the past 3 financial years. | | <ol style="list-style-type: none"> 1. CA certificate clearly stating that the bidder has positive net worth during each of the past 3 FYs. 2. All documents certified by CA must bear a valid UDIN (Unique Document Identification Number). The details mentioned in the certificate and the corresponding UDIN must match and be verifiable. <i>Failure to comply shall render the documents non-compliant.</i> | | | |
| 6 | <p>Bidder should have liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, amounting to at least Rs. 5 Lakh.</p> <p>This means that bidder must have dedicated cash/credit availability of Rs. 5 lakh to be able to make payments under this contract. Any advances</p> | | <ol style="list-style-type: none"> 1. CA certificate specifying the availability of liquid assets / access to credit. 2. All documents certified by CA must bear a valid UDIN (Unique Document Identification Number). The details mentioned in the certificate and the corresponding UDIN must match and be verifiable. <i>Failure to comply shall render the documents non-compliant.</i> | | | |

| SN | Criterion | Bidder's Qualification | Documents to be submitted | Documents submitted | | Page No. |
|----|---|------------------------|---|-----------------------------|------------------|----------|
| | | | | Lead Member/ Sole Bidder | Other JV Members | |
| | paid by other clients and amounts committed towards other contracts need to be subtracted while calculating net cash/credit availability. | | | | | |
| 7 | Bidder should deploy a Contract Manager with graduate degree and at least five years of experience. | | Profile of the proposed contract manager clearly describing the educational qualifications and experience. | | | |
| 8 | Indemnity Bond | | Affidavit for Indemnity Bond on Rs. 500/- non-judicial stamp paper duly signed and notarized. | | | |
| 9 | Integrity Pact | | Integrity Pact executed on Rs. 500/- non-judicial stamp paper duly signed and notarized as per format provided. | | | |
| 10 | Undertaking for Compliance with Labour Laws and Environmental Regulations as per format given in Bidding form 6 | | Undertaking as per provided format on Rs. 500/- non-judicial stamp paper duly signed and notarized. | | | |

5. Proforma of Integrity Pact

(This document shall be executed on Rs. 500/- non judicial stamp paper and shall be submitted along with the Technical Bid/ Tender documents as per the date and time given in this Tender)

This integrity Pact is made at on this day of 2025.

Between

SEEPZ SEZ Authority (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors and assigns)

And

{Name and address of the Bidder}, (hereinafter referred to as “The Bidder(s)” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.)

Preamble

Whereas, the Authority has floated the Tender {NIT No. _____ dated _____} (herein after Referred to as “Tender/Bid Documents”) and intend to allot /award, under laid down organizational procedure, the work titled____
.....{Name & details of work}. And Whereas the Authority values full compliance with all relevant laws of the space allotment, land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s).

In order to achieve these goals, the Authority will authorize officer(s)/committee who will monitor the tender process and the execution of the contract for compliance with the principles mentioned in the RFP and applicable for tendering process.

Article-1: Commitments of the Authority

(1) The Authority commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a) No employee of the Authority, personally or through family members, will in connection with the Tender, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which he/ she is not legally entitled to.
- b) The Authority will, during the Tender process treat all Bidder(s) with equity and reason. The Authority will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process.

- c) The Authority will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
- (2) If the Authority obtains information on the conduct of any of its employees which is criminal offence under the IPC/ PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Authority will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

Article – 2: Commitments of the Bidder(s)

The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commits themselves to observe the following principles during his participation in the tender process and during the contract execution.

- a) The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Authority' employees involved in the tender processor the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process.
- b) The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information o document provided by the Authority as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- e) The Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the bid.
- f) The Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Article - 3 Disqualification from tender process.

- 1) If the Bidder(s), before or during tender process has committed a

transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Authority is entitled to disqualify the Bidder(s) from the tender process.

Article – 4: Compensation for Damages.

- 1) If the Authority has disqualified the Bidder(s) from the tender process prior to the allotment/award according to Article-3, the Authority is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the Authority has terminated the contract according to Article – 3, or if the Authority is entitled to terminate the agreement according to Article-3, the Authority shall be entitled to recover liquidated damages or the amount equivalent to Security Deposit.

Article – 5: Previous Transgressions

- 1) The Bidder declares that no previous transgression has occurred in the last three years with any other Company in any country conforming to the anticorruption approach or with any other Public Sector Enterprises in India or any Government Department in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as mentioned under Article-3 above and as per the procedure mentioned in “Guidelines on banning of business dealings”.

Article – 6: Equal treatment of all Bidders

- 1) The Bidder(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact.
- 2) The Authority will enter into agreements with identical conditions as this one with Bidders.
- 3) The Authority will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)

If the Authority obtains knowledge of conduct of a Bidder, or of an employee or a representative or an associate of Bidder, which constitute corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the same to the Chief Vigilance Officer.

Article – 8 External Independent Monitor

- 1) The Authority appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively,

whether and to what extent the parties comply with the obligations under this agreement.

- 2) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential. He/ she reports to the Authority at SEEPZ SEZ.
- 3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Authority including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) with confidentiality. The Monitor has also signed declarations on 'Non- Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Competent Authority at SEEPZ SEZ and recuse himself / herself from that case.
- 5) The Authority will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Authority and the Bidder. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Authority and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the Competent Authority at SEEPZ SEZ within 8 to 10 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Authority at SEEPZ SEZ, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Competent Authority at SEEPZ SEZ has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Article – 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the successful Bidder(s) 12 months after the last payment under the Agreement

and for all other Bidders 6 months after the issuance of LOA to the successful bidder.

If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the Authority at SEEPZ SEZ.

Article - 10 Other Provisions.

(1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Authority, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Bidder is a partnership, this pact must be signed by all partners.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/ Guarantee, etc shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Authority)

(For & On behalf of the Bidder)

(Office Seal)

(Office Seal)

Place:

Date

Witness 1: (Name & Address)

Witness 2: (Name & Address):

Date: _/____/2025

6. Undertaking

{ To be executed on Rs. 500/- non judicial stamp paper }

To
The O/o Development Commissioner
SEEPZ-SEZ, Mumbai- 400 096
Maharashtra, India

Subject: Undertaking for Compliance with Labour Laws and Environmental Regulations

Dear Sir/Madam,

I/We, the undersigned, hereby undertake and affirm that, if awarded the contract as the successful bidder and service provider, I/We shall assume full responsibility for the following:

- (a) I/We shall comply with all applicable labour laws, regulations, and statutory obligations relevant to the provision of services in an industrial area handling hazardous waste, situated in the state of Maharashtra and governed by central government norms. This includes adherence to all mandatory labour compliances as prescribed under applicable central and state legislation.
- (b) I/We shall strictly adhere to all applicable laws, rules, and guidelines related to the safe removal and disposal of hazardous waste from the SEEPZ-SEZ premises. I/We shall ensure that such activities are conducted in an environmentally responsible manner, without causing harm to the environment, and in full compliance with all relevant environmental laws and norms.
- (c) I/We shall ensure compliance with all applicable laws, rules, and regulations governing the provision of such services within central government departments located in Maharashtra, specifically within the SEEPZ-SEZ, Mumbai.

This undertaking is executed with full understanding of the legal and contractual obligations associated with the scope of work and the consequences of non-compliance.

Place:

Date:

Authorized Signatory

Name: _____
Designation: _____
Company Name: _____
Signature & Seal: _____

7. Format for Joint Bidding Agreement

(This document shall be executed on Rs. 500/- non judicial stamp paper and shall be submitted along with the Technical Bid/ Tender documents as per the date and time given in this Tender)

THIS JOINT BIDDING AGREEMENT is entered into on this the [date in words] day of [month in words] [year in 'yyyy' format].

AMONGST

1. [Name of company], a company incorporated under the Companies Act, 1956/2013 and having its registered office at [registered address] (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above-mentioned parties of the [FIRST AND SECOND] PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”.

WHEREAS,

- a) SEEPZ SEZ Authority, its office at MIDC, Andheri East (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (“the Applications”) by its Request for Proposal Ref. No. [number] dated [date] (the “RFP”) for appointment of Contractor for *Monthly Clearance, Removal and Disposal of Investment Powder Waste from SEEPZ-SEZ premises* (the “Service”).
- b) The Parties are interested in jointly bidding for the Service as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Service, and
- c) It is a necessary condition under the Service document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. **Definitions and interpretations:** In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.
2. **Consortium:**
 - a) The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the selection process for the Service.
 - b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other

consortium constituted for this Service, either directly or indirectly or through any of their Affiliates.

3. **Covenants:** The Parties hereby undertake that in the event the Consortium is declared the selected Contractor and awarded the Service, the Parties shall enter into a contract for the services ("Contract") with the Authority and for performing all obligations as the Contractor in terms of the Contract for the Service.
4. **Role of the parties:** The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Service and until the Effective Date under the Contract;
 - b) Party of the Second Part shall be the JV/ Consortium Member; and
5. **Joint and Several Liability:** The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Service and in accordance with the terms of the RFP and the Contract, for the performance of the Contract.
6. **Member in-charge:** Without prejudice to the joint and several liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:
 - a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
 - b) consolidated invoices for the services in relation to the Service performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
 - c) any notice, communication, information or documents to be provided to the Contractor shall be delivered to the authorized representative of the Contractor (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.
7. **Representation of the Parties:** Each Party represents to the other Parties as of the date of this Agreement that:
 - a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
 - b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or

governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. **Termination:** This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Service is awarded to the Consortium. However, in case the Consortium is not selected for award of the Service, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.

9. Miscellaneous

- a) This Joint Bidding Agreement shall be governed by laws of India.
- b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED

For and on behalf of MEMBER IN-CHARGE by:

[Signature] [Name] [Designation] [Address]

SIGNED, SEALED & DELIVERED

For and on behalf of SECOND PART by:

[Signature] [Name] [Designation] [Address]

In presence of:

1. **[Signature, name and address of witness]**
2. **[Signature, name and address of witness]**

Notes:

1. **The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal or official seal of all members.**
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

8. Format for Power of Attorney to Authorized Signatory

Power Of Attorney

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney for all JV members).

We, M/s. _____ (name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently with us and holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the _____ (name of tender), including signing and submission of application/ tender /proposal, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with SEEPZ SEZ, in connection with the this tender until culmination of the process of bidding, till the Contract Agreement is entered into with SEEPZ SEZ and thereafter till the expiry of the Contract Agreement. We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

Dated this the _____ day of _____ 20__

(Signature and name of authorized signatory being given Power of Attorney)

(Signature and name in block letters of Proprietor / All the partners of the firm / Authorized Signatory for the Company) (Strike out whichever is not applicable)

Seal of the Proprietorship firm / Partnership firm/ Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

- Signatory has to be the one employed by the Lead Member.
- The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- **Power of Attorney is to be attested by Notary.**

Section 7 – General Conditions of Contract (GCC)

| 1. General Provisions | |
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| 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 Rate” means the rate 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. |

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| 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 exclusive to the Accepted Rate. |
| 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 signed by both parties or such other later date as may be stated in the SCC . |
| 2.2 Commencement of Services | |
| Program Starting Date | 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. 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 the SCC . If the Service Provider does not complete the activities by the Intended |

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| | Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities. |
| 2.4 Modification | Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Accepted Rate, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |
| 2.5 Force Majeure | |
| Definition No Breach of Contract Extension of Time | <p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p>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> |
| 2.6 Termination | |
| 2.6.1 By the Employer | <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 |

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| <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>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>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</p> |

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| | two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer. |
| 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 anypart 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 reportsand documents as specified in the SCC . |
| 3.7 Documents Prepared by the Service Provider toBe 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. |

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| 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>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>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>The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p> |

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| 5. Obligations of the Employer | |
| 5.1 Assistance and Exemptions | The Employer shall use its best efforts to provide the Service Provider such assistance and exemptions as specified in the SCC. |
| 5.2 Change in the Applicable Law | If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clause 6.2. |
| 6. Payments | |
| 6.1 Accepted Rate | The Service Provider's accepted rate 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 rate is 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 checkings 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.

9. Indemnity

The Service Provider shall, at all times, indemnify and keep indemnified the Employer against all claims/damages for any violation of any statutory / licensing requirements / pollution control norms while providing our services under the Contract. The Service Provider shall indemnify the Employer in full for any failure in performance on account of default or non-fulfillment of its obligations. In such case, all the costs and expenses incurred by the Employer are recoverable from the Service Provider.

Section 8 – Special Conditions of Contract (SCC)

| Number of GCC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
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| 1.1(b) | The contract name is “ <i>Monthly Clearance, Removal and Disposal of Investment Powder Waste from SEEPZ-SEZ premises at regular interval of one month or as and when required / as directed by SEEPZ-SEZ Office subsequently</i> ” |
| 1.1(d) | The Employer is <i>SEEPZ SEZ Authority, Andheri, Mumbai</i> |
| 1.1(h) | The Service Provider is _____ |
| 1.4 | <p>The addresses are:</p> <p>Employer : SEEPZ SEZ Authority, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai 400096</p> <p>Attention : Development Commissioner, SEEPZ SEZ Authority</p> <p>E-mail: dcseepz-mah@nic.in</p> <p>Service Provider :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail: _</p> |
| 1.6 | <p>The Authorized Representatives are:</p> <p>For the Employer:</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. |

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| 3.2.2 | The Employer 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> <ul style="list-style-type: none"> (i) Third Party motor vehicle – at least 100% of the market value of rented vehicles, if any. (ii) Third Party liability – as stipulated by relevant government law (iii) Employer’s liability and workers’ compensation – as stipulated in the employees’ compensation act. (iv) Professional liability – at least 110% of the contract value calculated as estimated quantity of the investment powder waste multiplied by accepted rate. |
| 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 investment powder waste. |
| 3.7 | There are no specific restrictions. |
| 3.8.1 | <p>The rate of liquidated damages leviable is Rs.0.20 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.1.0 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> <ul style="list-style-type: none"> 1. Contractor’s Labour Regulations – Attached as Appendix C 2. SOP for Removal of Hazardous Waste – Attached as Appendix D. |
| 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 | <p>The accepted rate is: the “rate per kilogram” payable by the Contractor to SEEPZ SEZ Authority, as quoted in the BOQ and confirmed in the Letter of Acceptance.</p> <p>This rate shall:</p> <ul style="list-style-type: none"> i. Be inclusive of all applicable duties, levies, and statutory charges (except GST, which is exempt for SEEPZ). ii. Remain firm and fixed throughout the duration of the contract. iii. Apply to all quantities of Investment Powder Waste removed from SEEPZ-SEZ premises. iv. Be used for all quarterly payments and final reconciliation. |

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| | v. No escalation, revision, or claim for additional cost shall be entertained during the contract period. |
| 6.2 | <p>1) The Accepted Rate shall be used to calculate the quarterly payments for the estimated minimum of 210,000 kilograms per quarter, totaling 840,000 kilograms annually, payable by the Contractor to SEEPZ-SEZ.</p> <p>2) In case the actual quantity removed in a quarter exceeds 210,000 kg, payment for the additional quantity shall also be made at the same Accepted Rate.</p> <p>3) At the end of the contract period, the total payment due shall be reconciled based on the greater of 840,000 kg or the actual total quantity removed, calculated at the Accepted Rate.</p> |
| 7.2 | Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date. |
| | <p>Additional Clauses</p> <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 – Schedule of Activities

The Service Provider shall ensure the following to undertake removal of Investment Powder:

- Proper registered vehicle for removal of investment powder from SEEPZ SEZ.
- Compliance to all environmental norms while removal of investment powder from SEEPZ SEZ and subsequently responsibility of processing the investment powder as per environmental safety norms.
- Proper adherence to labour statutes and provision of safety and other necessary equipment to the labour/workforce engaged to remove the Investment Powder.

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 in the form of advance deposit within the stipulated timeframe.

Step 2: Successful bidder submits the signed Contract Agreement along with an quarterly advance deposit of Amount equal to the “Financial Quote” multiply by “Estimated Quarterly Quantity” i.e. (rate per KG x 2,10,000) in INR within the stipulated timeframe.

Step 3: The Estate Officer issues authorization along with approval for Monthly removal of Investment Powder waste from the SEZ premises.

Step 4: Successful bidder removes the investment powder by Vehicle, adhering to the SOP for removal of goods from SEZ as notified and due weightment of Investment Powder at weighbridge and record thereof. The empty vehicle will be weighed on the weighing bridge. Thereafter weighing will be done again after loading of Investment Powder Waste in vehicle. The difference in weighing will be considered as weight of Investment Powder Waste. Weighing slip will be directly handed over by Weighing Bridge Manager to SEEPZ SEZ Authority Office/representative.

Step 6: The Estate Officer shall carry out the billing as stipulated under SCC 6.2 – Payment Terms.

Appendix B – Key Personnel

{Service Provider shall insert the Work Profile of the Contract Manager here}

Appendix C – Contractor's Labour Regulations

{SEEPZ SEZ Contractor's Labour Regulations have been uploaded on the SEEPZ Website.

The same can be found accessed at the following link:

https://seepz.gov.in/uploads/1684406583646601370e3f0_Appendix%20C.pdf

Appendix D – SOP for Removal of Hazardous Waste

{SEEPZ SEZ SOP for Removal of Hazardous Waste has been uploaded on the SEEPZ Website.

The same can be found accessed at the following link:

https://seepz.gov.in/uploads/16844063436466004708dc3_SOP.pdf

Section 9 – Contract Forms

1. Letter of Acceptance

{On Employer's Letterhead}

Date
:

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

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

This is to notify you that your Bid dated *[insert date of bid submitted by the bidder]* for the execution of services titled “*Monthly Clearance, Removal and Disposal of Investment Powder Waste from SEEPZ-SEZ premises at regular interval of one month or as and when required / as directed by SEEPZ-SEZ Office subsequently*” against Bid Invitation Ref. No. *[insert Bid Ref. No.]* is hereby accepted by the Employer for the Accepted Rate 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 Lakhs in the form of a bank guarantee or a fixed deposit in favour of Pay & Accounts Officer, SEEPZ SEZ Authority within 15 days. In case the bidder chooses to submit a bank guarantee, the format for Performance Bank Guarantee given below shall be used. You are also required to submit the quarterly advance deposit of Amount equal to the “Financial Quote” multiply by “Estimated Quarterly Quantity” i.e. (rate per KG x 2,10,000) in INR along with the performance security within the same timeframe.

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 investment powder waste 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: Schedule of Activities
 - Appendix B: Key Personnel
 - Appendix C: Contractor’s Labour Regulations
 - Appendix D: SOP for Removal of Hazardous Wastes

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 ***Monthly Clearance, Removal and Disposal of Investment Powder Waste from SEEPZ-SEZ premises at regular interval of one month or as and when required / as directed by SEEPZ-SEZ Office subsequently*** (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 Lakhs only (Rs. 10,00,000/-), 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 *[insert date]* Day of *[insert month]*, 2027, 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]