



**Basic Details**

<b>Organisation Chain</b>	Santacruz Electronics Export Processing Zone Special Economic Zone Mumbai		
<b>Tender Reference Number</b>	SEEPZM-EOPT0PROF/4/2025-EO		
<b>Tender ID</b>	2026_SEEPZ_892756_1	<b>Withdrawal Allowed</b>	Yes
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Lump-sum
<b>Tender Category</b>	Works	<b>No. of Covers</b>	2
<b>General Technical Evaluation Allowed</b>	No	<b>ItemWise Technical Evaluation Allowed</b>	No
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No	<b>Allow Two Stage Bidding</b>	No

**Payment Instruments**

Offline	S.No	Instrument Type
	1	R-T-G-S
	2	NEFT

**Cover Details, No. Of Covers - 2**

Cover No	Cover	Document Type	Description
1	Technical	.pdf	Technical Bid
2	Finance	.xls	Financial Template

**Tender Fee Details, [Total Fee in ₹ \* - 0.00]**

<b>Tender Fee in ₹</b>	0.00		
<b>Fee Payable To</b>	Nil	<b>Fee Payable At</b>	Nil
<b>Tender Fee Exemption Allowed</b>	No		

**EMD Fee Details**

<b>EMD Amount in ₹</b>	7,500	<b>EMD Exemption Allowed</b>	No
<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	SEEPZ SEZ AUTHORITY FUND	<b>EMD Payable At</b>	SEEPZ SEZ, Mumbai

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**Work /Item(s)**

<b>Title</b>	Soil Investigation for Construction of Residential Building for SEEPZ SEZ Authority Andheri				
<b>Work Description</b>	Soil Investigation for Construction of Residential Building for SEEPZ SEZ Authority Andheri				
<b>Pre Qualification Details</b>	Please refer Tender documents.				
<b>Independent External Monitor/Remarks</b>	NA				
<b>Show Tender Value in Public Domain</b>	No				
<b>Tender Value in ₹</b>	0.00	<b>Product Category</b>	Civil Works - Others	<b>Sub category</b>	NA
<b>Contract Type</b>	Tender	<b>Bid Validity(Days)</b>	180	<b>Period Of Work(Days)</b>	20
<b>Location</b>	SEEPZ SEZ, Andheri (E), Mumbai	<b>Pincode</b>	400096	<b>Pre Bid Meeting Place</b>	NA
<b>Pre Bid Meeting Address</b>	NA	<b>Pre Bid Meeting Date</b>	NA	<b>Bid Opening Place</b>	ONLINE
<b>Should Allow NDA Tender</b>	No	<b>Allow Preferential Bidder</b>	No		

**Critical Dates**

<b>Publish Date</b>	06-Jan-2026 05:40 PM	<b>Bid Opening Date</b>	17-Jan-2026 04:00 PM
<b>Document Download / Sale Start Date</b>	06-Jan-2026 05:40 PM	<b>Document Download / Sale End Date</b>	16-Jan-2026 03:30 PM
<b>Clarification Start Date</b>	NA	<b>Clarification End Date</b>	NA
<b>Bid Submission Start Date</b>	06-Jan-2026 05:45 PM	<b>Bid Submission End Date</b>	16-Jan-2026 03:30 PM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	NIT	73.40	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	RFP_Soil_Testing.pdf	Soil Investigation for Construction of Residential Building for SEEPZ SEZ Authority Andheri	416.86
	2	BOQ	BOQ_938372.xls	Financial Template	287.50

**Bid Openers List**

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	hanishr.g171701@gov.in	Hanish Rathi	Hanish Rathi
2.	janesh.tripathi@gov.in	Janesh Tripathi	Janesh Tripathi
3.	divyanshi.goyal@gov.in	Divyanshi Goyal	Divyanshi Goyal

**Tender Properties**

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Compartive chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

**TIA Undertaking**

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	<a href="#">PPP-MII Order 2017</a>	Agree	
2	<a href="#">MSEs Order 2012</a>	Agree	

**Tender Inviting Authority**

Name	Assistant Development Commissioner
Address	Office of The Development Commissioner, SEEPZ SEZ

**Tender Creator Details**

Created By	Divyanshi Goyal
Designation	Lower Division Clerk
Created Date	06-Jan-2026 05:12 PM



**SEEPZ SEZ AUTHORITY**

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

**Notice Inviting e-Tender for**

**SOIL INVESTIGATION FOR CONSTRUCTION OF RESIDENTIAL BUILDING FOR SEEPZ-  
SEZ AUTHORITY, ANDHERI (E), MUMBAI, MAHARASHTRA**

Tender Ref. No.: SEEPZM-EOPT0PROF/4/2025-EO

Date of Issue: 06.01.2026

**ISSUING AUTHORITY:**

**Development Commissioner, SEEPZ- SEZ, Mumbai**

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

E-Mail: [dcseepz-mah@nic.in](mailto:dcseepz-mah@nic.in)

Helpline No.: 022-28290856

Landline: 022-28294728/29

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

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## INVITATION FOR BIDDING

**Ref No:** SEEPZM-EOPT0PROF/4/2025-EO

**Date:** 06.01.2026

**Tender Title:** Tender for Soil Investigation for Construction of Residential Building for SEEPZ-SEZ Authority, Andheri (E), Mumbai, Maharashtra.

Sir/Madam

The SEEPZ- SEZ Authority Invites E-tender for **Soil Investigation for Construction of Residential Building for SEEPZ-SEZ Authority, Andheri (e), Mumbai, Maharashtra.** on Lumpsum basis in two cover system from experienced and competent bidders, meeting prescribed qualifying criteria as mentioned in the bidding documents.

The process of selection of suitable bidder shall be through Least Cost Based Selection (LCBS). 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 Request for Proposals free of cost from this portal.

The Bidder should upload their technical and financial proposals separately within the stipulated time and date i.e., **16.01.2026 at 15:30**. The Bidder is solely responsible for timely uploading of Proposals on the e-procurement portal. SEEPZ SEZ Authority shall not be liable for resolving any queries / issues raised on the day of Proposal submission.

The Technical Proposals shall be opened online **at 16:00 hours on 17.01.2026**. Bidder can see the tender opening status by logging on to the e-procurement portal using their registered IDs. Financial Proposals of only technically qualified Bidder shall be opened at a date & time which shall be pre-disclosed on the e-procurement portal.

SEEPZ SEZ Authority reserves the right to accept or reject any or all the Proposals at any time during the Bidding process.

Sd/-

**Assistant Development Commissioner  
SEEPZ SEZ Authority**

### KEY INFORMATION AT A GLANCE

SN	Item	Description
1	NIT Ref. No.	SEEPZM-EOPT0PROF/4/2025-EO
2	NIT Title	Soil Investigation for Construction of Residential Building for SEEPZ-SEZ Authority, Andheri (E), Mumbai, Maharashtra.
3	Employer	<b>SEEPZ SEZ AUTHORITY</b>
4	Estimated Cost of Soil Investigation	<b>₹ 1,50,000.00</b> excluding GST.
5	EMD	<p>An amount of <b>Rs. 7,500/-</b> (Rs. Seven Thousand-Five Hundred Only) to be paid to Authority in form of NEFT/RTGS in favour of "SEEPZ SEZ Authority Fund", payable at Mumbai from any Nationalized/Scheduled Bank.</p> <p>Punjab National Bank, SEEPZ Branch</p> <p>Account No. - 1253002100028398</p> <p>IFSC Code - PUNB0125300</p>
6	Period of Project Completion	20 days
7	Link for downloading the RFP documents	RFP can be downloaded <b>free of cost</b> from the following websites: <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>
8	Date of NIT Publishing	06.01.2026
9	Last date and time for Submission of Bid	16.01.2026 at 15.30 Hrs. Bidders has to submit the bid online in CPP Portal
10	Date and time of opening of Bid	17.01.2026 at 16.00 Hrs.
11	Help Desk No. for e -Procurement Portal	0120-4200462, 0120-4001002, 0120-4001005
12	Authority to be contacted in case of any clarification / request for entry permission for physical visit	<p>Name: - Hanish Rathi</p> <p>Contact no.: 7976067037</p> <p>SEEPZ- SEZ Authority Mumbai</p> <p>Postal Address: SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai 400096.</p> <p>E-Mail: <a href="mailto:hanishr.g171701@gov.in">hanishr.g171701@gov.in</a></p>

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

Bidders are required to submit soft copies of their Bid 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 Bid in accordance with the requirements and submitting their Bid online on the CPP Portal.

### **REGISTRATION**

1. Bidders are required to enrol 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 Enrolment" 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 CPPP.
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 DSCs 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.

## **SECTION 1 - INSTRUCTIONS TO BIDDERS (ITB)**



<b>General</b>	
<b>Scope of Bid</b>	Document for the procurement of Works as specified in Section 4 (Employer's Requirements).
<b>Fraud and Corruption</b>	The bidder shall be debarred if he has been convicted of an offence under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for the time being in-force
<b>Eligible Bidders</b>	SEEPZ- SEZ Authority Invites Open E-tender for Soil Investigation for Construction of Residential Building for SEEPZ-SEZ Authority, Andheri (e), Mumbai, Maharashtra." on Lumpsum basis in two cover system from experienced and competent bidders, meeting prescribed qualifying criteria. Specified in Section 2
<b>Contents of Bidding Document</b>	
<b>Sections of Bidding Document</b>	The Bidding Document consist of following sections and should be read in conjunction with any addendum issued. <ul style="list-style-type: none"> <li>• Invitation for bidding (IFB)</li> <li>• Section 1 - Instructions to Bidders (ITB)</li> <li>• Section 2 - Evaluation and Qualification Criteria (EQC)</li> <li>• Section 3 - Bidding Forms (BDF)</li> <li>• Section 4 - Employer's Requirements (ERQ)</li> <li>• Section 7 - General Conditions of Contract (GCC)</li> <li>• Section 8 - Special Conditions of Contract (SCC)</li> <li>• Section 9 - Contract Forms (COF)</li> </ul>
	The Employer is not responsible for the completeness of the Bidding Document and their addenda, if they were not obtained directly from the source stated by the Employer in the RFP
	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
<b>Clarification of Bidding Document, Site Visit, Pre-Bid Meeting</b>	The Bidder is advised to visit and examine the Site of Works, existing similar structures and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for Soil Investigation. The costs of visiting the Site shall be at the Bidder's own expense.
	The Bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such visit, but only upon the condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

<b>Amendment of Bidding Document</b>	At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing corrigendum/addendum.
	Any corrigendum/addendum issued shall be part of the Bidding Document.
	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids.
<b>Preparation of Bids</b>	
<b>Cost of Bidding</b>	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
<b>Language of Bid</b>	The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the English
<b>Documents Comprising the Bid</b>	The Bid shall comprise two envelopes i.e Technical Proposal and Price Bid ( <b>Excluding GST</b> ) to be uploaded online in CPP Portal
	The Technical Bid shall comprise the following: <ul style="list-style-type: none"> <li>• Letter of Technical Bid</li> <li>• EMD</li> <li>• Qualification documents</li> <li>• Technical Proposal in accordance</li> <li>• Any other document required</li> </ul>
	The Price Bid shall comprise the following: <ul style="list-style-type: none"> <li>• Letter of Price Bid;</li> <li>• Completed Price Schedules</li> </ul>
<b>Letters of Bid and Schedules</b>	The Letters of Technical Bid and Price Bid, and the Schedules, shall be prepared using the relevant forms furnished in Section 3 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted.
<b>Bid Prices</b>	The quoted price shall be lump sum <b>Excluding GST</b> .
<b>Currencies of Bid and Payment</b>	The unit rates and the prices shall be quoted by the Bidder entirely in INR
<b>Documents Comprising the Technical Proposal</b>	The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, and any other information as stipulated in Section 3 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
<b>Documents Establishing the Qualifications of the Bidder</b>	To establish its qualifications to perform the Contract in accordance with Section 2 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 3 (Bidding Forms).
	Bids shall remain valid for the period of 90 days after the bid submission deadline date prescribed by the Employer. A bid

<b>Period of Validity of Bids</b>	valid for a shorter period shall be rejected by the Employer as nonresponsive.
	In exceptional circumstances, prior to the expiration of the bid validity period, the Employer 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.
<b>Bid Security/EMD</b>	Unless otherwise specified, the Bidder shall furnish as part of its Bid, in original form <b>EMD of Rs. Seven Thousand Five Hundred</b> as bid security .
	An amount of <b>Rs. 7,500/-</b> (Rs. Seven Thousand-Five Hundred Only) to be paid to Authority in form of NEFT/RTGS in favour of "SEEPZ SEZ Authority Fund", payable at Mumbai from any Nationalized/Scheduled Bank.  Punjab National Bank, SEEPZ Branch Account No. - 1253002100028398 IFSC Code - PUNB0125300
	The bid security may be forfeited <ul style="list-style-type: none"> <li>• if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid.</li> <li>• if the successful Bidder fails to Sign the Contract Furnish a performance security/Guarantee</li> </ul>
<b>Submission and Opening of Bids</b>	
<b>Signing and Uploading of Bids</b>	<ul style="list-style-type: none"> <li>• The individual signing/ digitally signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder.</li> <li>• No manual Bids shall be made available or accepted for submission. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information– otherwise, the bid shall be rejected as nonresponsive.</li> <li>• Bids shall be received only Online on or before the deadline for the bid submission as notified.</li> <li>• Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.</li> <li>• Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. Bidder</li> </ul>

	<p>should ensure the clarity/ legibility of the scanned documents uploaded by him.</p> <ul style="list-style-type: none"> <li>• The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).</li> <li>• Regarding the protected Price Schedule (excel format, Cover-2), Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective service(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet.</li> <li>• The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.</li> <li>• The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.</li> <li>• All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.</li> <li>• The Procuring Entity may extend the deadline for the bid submission by issuing an amendment, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.</li> <li>• Bid submitted through modalities other than those stipulated in RFP shall be liable to be rejected as nonresponsive.</li> </ul>
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<b>Deadline for Submission of Bids</b>	The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
<b>Late Bids</b>	The Employer shall not consider any EMD that arrives after the deadline for submission of bids, Any EMD received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
<b>Bid Opening</b>	The date & time of the opening bid is as stipulated. Bids cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of Bid opening falls on is subsequently declared a holiday or closed day for the Procuring Entity, the Bids shall be opened at the appointed time on the next working day.
	At the end of the evaluation of the Technical Bids, the Employer will upload the technical summary on CPP Portal before opening of Price Bid.
<b>Evaluation and Comparison of Bids</b>	
<b>Confidentiality</b>	Information relating to the examination, evaluation, comparison, and post qualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on the Contract award is communicated to all Bidders.
	Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
	Notwithstanding from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
<b>Clarification of Bids</b>	To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids.
	If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
<b>Deviations, Reservations, and Omissions</b>	During the evaluation of Bids, the following definitions apply:  1. "Deviation" is a departure from the requirements specified in the Bidding Document;

	<p>2. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</p> <p>3. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</p>
<b>Examination of Technical Bids</b>	The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in Section 2 have been provided, and to determine the completeness of each document submitted.
	<p>The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.</p> <ul style="list-style-type: none"> <li>• Letter of Technical Bid;</li> <li>• EMD</li> <li>• Technical Proposal</li> </ul>
<b>Responsiveness of Technical Bid</b>	<p>The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself.</p> <p>A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:</p> <ul style="list-style-type: none"> <li>• affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</li> <li>• limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or</li> </ul> <p>if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> <p>The Employer shall examine the technical aspects of the Bid submitted in accordance with requirements of Section 4 (Employer's Requirements) have been met without any material deviation, reservation.</p> <p>If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<b>Nonmaterial Nonconformities</b>	<p>Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.</p> <p>Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>

	<p>Provided that a Technical Bid is substantially responsive, the Employer 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. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).</p>
<b>Qualification of the Bidder</b>	<p>The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 2 (Evaluation and Qualification Criteria).</p>
	<p>The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.</p>
	<p>An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.</p>
<b>Evaluation of Price Bids</b>	<p>The Employer shall use the criteria and methodologies listed in this Section 2 other evaluation criteria or methodologies shall not be permitted.</p>
<b>Employer's Right to Accept Any Bid, and to Reject Any or All Bids</b>	<p>The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.</p>
<b>Award of Contract</b>	
<b>Award Criteria</b>	<p>The Employer shall award the Contract to the Bidder who has ranked Least based on the score of financial bid on LCBS method</p>
<b>Notification of Award</b>	<p>Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.</p>
	<p>At the same time, the Employer shall also notify all other Bidders of the results of the bidding.</p>
	<p>Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p>
<b>Signing of Contract</b>	<p>Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.</p>
	<p>Within 07 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.</p>
<b>Performance Security/Guarantee</b>	<p>Within 15 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, using for that purpose the Performance Security Form included in Section 8 (Contract Forms), or another form acceptable to the Employer.</p>

## **SECTION 2 - EVALUATION AND QUALIFICATION CRITERIA**



## 1.0 GENERAL

The intending bidders (Joint venture not allowed) should only submit his Technical Bid if they consider themselves meeting the eligibility and qualification criteria which are given below.

### A. Eligibility & Qualification Criteria

S no.	Minimum Eligibility & Qualification Criteria	Supporting Documents /Format
1	Proof of Payment for EMD.	Hard copy to be submitted before deadline. Bid will be rejected if hard copy is not submitted before deadline. Scan copy of submitted EMD to be uploaded online.
2	Must be Indian Registered Company under Companies Act 1956/ Public or corporation, registered with the appropriate government authority as Proprietorship/ Limited company/ Private limited company/ LLP/ Partnership/	Copy of the incorporation / registration certificate.
3	Must possess a valid GST, PAN	Copies GST, PAN
4	Letter of Transmittal on bidder letter Head to submit Technical Bid	(Form-1)
5	Name, Address, details of the Organization, Name(s) of the Owner/Partners/Promoters and Directors of the firm/company.	(Form-2)
6	Bidder should not be blacklisted/ debarred by any government/ semi government department/ PSU as on last date of submission of tender. Bidder should submit the declaration of not being ineligible for corrupt or fraudulent practices as on last date of submission of tender on	(Form-3)
7	Letter of understanding the project site on bidder letter Head	(Form-4)
8	Consent Letter to execute the Integrity Pact	(Form-5)
9	<p>The Agency should have satisfactorily completed the works as mentioned below <b>during the last Seven years</b> ending previous day of last date of submission of tender.</p> <p><b>One similar</b> nature completed work costing not less than the amount</p>	

	<p>equal to 80 (eighty) percent of the estimated cost</p> <p>Or</p> <p><b>Two similar</b> nature completed works costing not less than the amount equal to 50 (fifty) percent of the estimated cost; or</p> <p>Or</p> <p><b>Three similar</b> nature completed works costing not less than the amount equal to 40(forty) percent of the estimated cost;</p>	
<p><b>Copies of Work order/Agreement/Completion certificate to be submitted for completed work.</b></p>		

## 2.0 EVALUATION

Only those bidders who have submitted above required technical documents shall be eligible for opening of the financial bid.

The bidder quoting the lowest cost (L1) shall be awarded the work.

**For whatever reason if the price schedule is submitted as part of the techno commercial bid, the bidder shall be disqualified and the submitted bid shall not be evaluated further.**

## **SECTION 3 - BIDDING FORMS**

**FORM 01**  
**LETTER OF TECHNICAL PROPOSAL**

To,  
The Development Commissioner  
SEEPZ, SEZ Authority Andheri (East),  
Mumbai-400096

Subject: Submission of bids for the work of **“Soil Investigation for Construction of Residential Building for SEEPZ-SEZ Authority, Andheri (E), Mumbai, Maharashtra.”**

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addendum issued in accordance with Instructions to Bidders (ITB)
- (b) Our Bid consisting of the Technical Bid and the **Price Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (c) We, including any Sub-Agencys or Suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB
- (d) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 2 and our technical proposal, or as otherwise agreed with the Employer.

Name .....

In the capacity of .....

Signed .....

.....

Duly authorized to sign the Bid for and on behalf of .....

Date  
.....  
.....

**FORM 2**  
**BIDDER'S INFORMATION SHEET**

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address</b>	
<b>Bidder's authorized representative</b> (name, address, telephone number(s), fax number(s), e-mail address)	
<b>Attached are copies of the following documents.</b> <ul style="list-style-type: none"><li>• In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with eligibility criteria</li></ul>	

**FORM NO 3**  
**FORMAT FOR NO-CONVICTION CERTIFICATE**

This is to certify that \_\_\_\_\_ (Name of the organization),  
having registered office at \_\_\_\_\_ (Address of the  
registered office) has not blacklisted or restricted to apply for any such activities by  
any Central / State Government Department or Court of law anywhere in the country  
as on last date of submission of tender.

Yours faithfully,

Date:

(Signature, name and  
designation of the Authorized  
signatory)

Place:

**Name and seal of Bidder**

**FORM NO 4**  
**FORMAT FOR UNDERSTANDING THE PROJECT SITE**

To,  
The Development Commissioner SEEPZ,  
SEZ Authority Andheri (East),  
Mumbai-400 096

**Subject:** Undertaking of the Site Visit for “**Soil Investigation for Construction of Residential Building for SEEPZ-SEZ Authority, Andheri (E), Mumbai, Maharashtra.**”

Sir,

I/we hereby certify that I/we have examined & inspected the site & its surrounding satisfactorily, where the project is to be executed as per the scope of works. I/ We are well aware about the Location of the Building and existing utilities to connect to the system, conditions prevailing at site, availability of materials, availability of land and transport facilities, weather condition at site, the extent of leads and lifts involved in execution of work etc.

I / We hereby submit our BID considering above all facts gathered during site visit and each & every aspect have been considered in the Quoted cost of the project as per BOQ

Yours faithfully,

Date: (Signature, name and designation of the Authorized  
signatory)

Place: **Name and seal of Bidder**

**FORM NO 5**

**Consent Letter to execute the Integrity Pact  
(on Bidder Letter Head)**

To,  
The Development Commissioner SEEPZ,  
SEZ Authority Andheri (East),  
Mumbai-400 096

**Subject:** Consent to Execute Integrity Pact “**Soil Investigation for Construction of Residential Building for SEEPZ-SEZ Authority, Andheri (E), Mumbai, Maharashtra.**”

Sir,

With reference to the Tender No. \_\_\_\_\_ dated \_\_\_\_\_ for [Name of Work / Project], we hereby confirm that we have read and understood the terms and conditions of the Integrity Pact as prescribed in the tender document.

We agree to execute the Integrity Pact in the prescribed format and to abide by its terms and conditions throughout the tendering process and execution of the contract, if awarded to us.

We further confirm that we will not engage in any corrupt, fraudulent, coercive, or collusive practices and will maintain the highest standards of ethics and transparency in all dealings with your organization.

This consent letter is submitted in compliance with the tender requirement for participation in the bidding process.

Yours faithfully,

Date:  
signatory)

(Signature, name and designation of the Authorized

Place:

**Name and seal of Bidder**



## **SECTION 4 - EMPLOYER'S REQUIREMENTS**

## **1.1 BACKGROUND INFORMATION**

Santacruz Electronic Export Processing Zone (SEEPZ) is a pioneer SEZ set up on 1<sup>st</sup> May, 1973 as an uni-product EPZ exclusively for manufacture and export of electronic items in an area of 100 acres which was later increased to 110 acres of land leased through the Maharashtra Industrial Development Corporation (MIDC) at Andheri (E) which over the years has become a land mark of Mumbai.

The Zone provides essential infrastructure facilities for SEEPZ SEZ staff and officers. In line with the objective of redevelopment of the existing SEEPZ SEZ Staff Quarters, the Authority proposes to undertake the construction of a new residential building comprising Stilt + 11 floors

**1.2** The scope of work shall include the soil investigation required for the construction of a new residential building (Stilt + 11 floors)

The scope of work shall be comprehensive and inclusive, covering all activities necessary for completion of the geotechnical investigation and submission of final recommendations, as described herein:

### **Field Investigation**

1. Mobilization and demobilization of all required machinery, tools, equipment, consumables, and skilled manpower at site.
2. Drilling of 3 (Three) numbers of boreholes at locations approved by the Engineer-in-Charge (EIC).
3. Each borehole shall be drilled up to a minimum depth of 15.00 m below existing ground level.
4. Boreholes shall be executed using rotary / percussion / wash boring methods suitable to the strata encountered.
5. Conducting Standard Penetration Tests (SPT) at intervals not exceeding 1.5 m and at every change of strata, strictly in accordance with IS: 2131.
6. Collection of disturbed and undisturbed soil samples at appropriate depths as per IS: 1892 and IS: 2132.
7. Recording of groundwater table during and after completion of boreholes.
8. Preparation of detailed bore logs indicating soil classification, SPT 'N' values, sample recovery, groundwater conditions, and other relevant observations.
9. Backfilling of boreholes with excavated material and restoration of site to its original condition to the satisfaction of the EIC.

### **Laboratory Testing**

Laboratory testing shall be carried out on representative soil samples in a NABL-accredited / approved laboratory, including but not limited to the following:

- Natural moisture content
- Grain size analysis

- Atterberg limits
- Bulk density / dry density
- Specific gravity
- Shear strength parameters (Direct Shear / Triaxial tests, as applicable)
- Consolidation test, wherever required
- Any other relevant tests necessary for determining **safe bearing capacity** and settlement characteristics

All laboratory tests shall strictly conform to relevant IS Codes.

### **Reporting & Recommendations**

1. Submission of a detailed Geotechnical Investigation Report in Two (02) hard copies and one (01) soft copy (PDF).
2. The report shall include:
  - Methodology of investigation
  - Borehole location plan
  - Detailed bore logs
  - Laboratory test results
  - Interpretation of subsurface strata
  - Groundwater conditions
  - **Safe and allowable bearing capacity**
  - Construction precautions and ground improvement measures, if any
3. The report shall be signed, sealed, and certified by a qualified Geotechnical Engineer.

### **5. Project delivery schedule**

<b>S. No.</b>	<b>Activity</b>	<b>Tentative Milestone from the date of work order.</b>
A	Mobilization at Site	3 days
B	Borehole and sample collection	3 days
C	Lab test	7 days
D	Report	7 days

### **6. Payment Milestone**

<b>SI No</b>	<b>Description of item</b>	<b>Percentages % of payment for milestone</b>
1	On completion of Boreholes and sample collection	50%
2	On acceptability of Final Report	50 %

**Note:**

1. The quoted rate shall be excluding GST. No extra payment shall be admissible. Invoice should be raised without GST.
2. The agency shall strictly follow CPWD Specifications, relevant IS Codes, and directions of the Engineer-in-Charge.
3. Borehole locations and depths may be altered by the EIC depending upon site conditions, without any change in the quoted rates.
4. Any damage caused to existing structures, pavements, underground utilities, or services shall be made good by the agency at its own risk and cost.
5. The Client shall not be responsible for any accident, injury, or loss to the agency's personnel during execution of work.
6. Payment shall be released only after satisfactory completion of work and acceptance of the final geotechnical report by the competent authority.

**SECTION 7 - GENERAL CONDITIONS OF  
CONTRACT(GCC)**

## **Definitions and Interpretation**

1.1 **Employer / Client:** The organization inviting the tender for geotechnical investigation works.

1.2 **Agency / Contractor:** The agency/firm awarded the contract for carrying out the geotechnical investigation.

1.3 **Engineer-in-Charge (EIC):** The authorized representative of the Employer responsible for supervision and administration of the contract.

1.4 **Site:** The location where geotechnical investigation works are to be executed.

1.5 **Contract:** The agreement comprising the Letter of Acceptance, Tender Documents, General and Special Conditions of Contract, Scope of Work, Technical Specifications, BOQ, and all amendments.

## **2. Commencement and Completion of Work**

2.1 The Agency shall commence the work within the period specified in the Letter of Award.

2.2 The entire work shall be completed within the stipulated contract period, inclusive of field investigations, laboratory testing, and submission of the final report.

2.3 Extension of time, if any, shall be granted only at the discretion of the Employer and without financial implication unless specifically approved.

## **3. Obligations of the Agency**

3.1 Deploy qualified and experienced technical personnel and adequate equipment for timely execution of the work.

3.2 Ensure accuracy of field data, test results, and interpretations.

3.3 Maintain proper records and submit progress updates as required by the Engineer-in-Charge.

3.4 Comply with all applicable safety regulations and statutory requirements.

## **4. Employer's Obligations**

4.1 Provide access to the site for execution of the work.

4.2 Facilitate coordination with other agencies working at the site, if required.

4.3 Review and approve reports and submissions within a reasonable time.

## **5. Standards and Codes**

All investigations, testing, and reporting shall be carried out in accordance with the latest editions of relevant Indian Standards (IS Codes) and internationally accepted practices where applicable.

## **6. Inspection and Supervision**

6.1 The Engineer-in-Charge or authorized representative shall have the right to inspect the work at any stage.

6.2 The Agency shall provide all assistance and facilities required for inspection.

## **7. Safety and Environmental Protection**

7.1 The Agency shall be solely responsible for safety of personnel, equipment, and third parties.

7.2 Necessary precautions shall be taken to prevent environmental damage, including proper disposal of drilling slurry and waste materials.

## **8. Performance Security / Security Deposit (SD)**

8.1 The successful tenderer shall submit Performance Security equivalent to the percentage stipulated in the NIT (5% of contract value) within the prescribed time.

8.2 The Performance Security shall be retained as Security Deposit and released after 30 days of successful completion of the work and acceptance of the final report.

8.3 EMD of unsuccessful tenderers shall be returned without interest after finalization of the tender.

8.4 EMD of the successful tenderer shall be released after receipt of Performance Security.

8.5 At the discretion of the successful tenderer, the EMD already submitted may be converted and adjusted towards the Performance Security / Security Deposit, subject to the total amount meeting the Performance Security requirement as stipulated in the NIT.

8.6 In case the EMD amount is less than the required Performance Security, the balance amount shall be deposited by the contractor within the stipulated time.

## **9. Taxes and Duties**

The works under this contract are being executed for SEEPZ Special Economic Zone (SEZ) Authority. As per the provisions of the GST laws applicable to SEZs, all supplies made to SEZ units/developers are treated as Zero Rated Supplies. Accordingly, all invoices raised by the Consultant shall be Zero Rated under GST, and no GST shall

be charged on invoices raised to SEEPZ SEZ Authority. Any liability arising due to non-compliance with GST provisions shall be borne solely by the Consultant.

## **10. Variations and Extra Items**

10.1 Any variation or additional work shall be carried out only with prior written approval of the Employer.

10.2 Rates for extra items shall be derived from market rate analysis as per CPWD Specifications.

## **11. Delay, Penalty and Liquidated Damages**

11.1 In case the Agency fails to complete the work within the stipulated time, liquidated damages shall be levied at the rate of 1% of the contract value per week or part thereof, subject to a maximum of 10% of the contract value, unless otherwise specified in the NIT.

11.2 Levy of liquidated damages shall be without prejudice to the Employer's right to terminate the contract or recover damages.

11.3 Penalty may also be imposed for submission of incomplete, inconsistent, or technically non-compliant reports, as decided by the Engineer-in-Charge.

11.4 In case of delay attributable to the Agency, liquidated damages shall be levied at the rate specified in the Special Conditions of Contract, subject to a maximum limit.

11.5 Levy of liquidated damages shall not relieve the Agency from completing the work.

## **12. Insurance**

The Agency shall, at his own cost, obtain and maintain insurance policies covering: • Workmen's Compensation / Employees' State Insurance • Third Party Liability • Equipment and machinery deployed at site

## **13. Termination of Contract**

13.1 The Employer may terminate the contract in case of default, poor performance, or breach of contract conditions by giving written notice.

13.2 Upon termination, the Agency shall hand over all data, records, and reports prepared up to the date of termination.

## **14. Manpower and Equipment Deployment**

14.1 The Agency shall deploy qualified geotechnical engineers, drilling supervisors, technicians, and skilled operators as required for proper execution of the work.



14.2 Adequate and calibrated drilling rigs, testing equipment, and tools conforming to CPWD/PSU standards shall be deployed.

## **15. Force Majeure**

Neither party shall be liable for failure to perform obligations due to force majeure events such as natural calamities, acts of government, or other circumstances beyond control.

## **16. Confidentiality**

All data, reports, and information generated during the course of investigation shall remain the property of the Employer and shall not be disclosed without prior written consent.

## **17. Indemnity**

The Agency shall indemnify and hold harmless the Employer against any claims, damages, or losses arising out of negligence, errors, or omissions in performance of the work.

## **18. Arbitration and Jurisdiction**

18.1 Any dispute arising out of or in connection with the contract shall be settled through arbitration as per the Arbitration and Conciliation Act, 1996.

18.2 The courts at the location of the project shall have exclusive jurisdiction.

## **19. Governing Law**

The contract shall be governed by and construed in accordance with the laws of India.

## **20. Acceptance of Contract Conditions**

Submission of the tender shall be deemed as acceptance of all terms and conditions of this General Conditions of Contract.

## **21 Personal Protective Equipment's (PPEs):**

The Agency shall provide required PPEs to workmen to protect against safety and/or health hazards.

## **22 Unforeseeable Difficulties:**

Except as otherwise specifically stated elsewhere in the Contract:

i. The Agency shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Works;

- ii. By signing the Contract, the Agency accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Works; and
- iii. The Contract Price shall not be adjusted to take account of any unforeseen difficulties or costs.

Authority shall not provide any material either on chargeable or on free issue basis to the Agency for execution of the project.

**SECTION 8 – SPECIAL CONDITIONS OF  
CONTRACT(SCC)**

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>Ref. GCC</b>	<b>Subject</b>	<b>Data</b>
1	<b>Employer's name and address</b>	Development Commissioner, SEEPZ- SEZ, Mumbai Postal Address: SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai 400096. E-Mail: dcseepz-mah@nic.in Landline: 022-28294728/29
2	<b>Time for Completion</b>	20 days from date of Work Order issued
3	<b>Delay damages for the Works</b>	1 % of the Contract Price per week, in the currencies and proportions in which the Contract Price is payable.
4	<b>Maximum amount of delay damages</b>	10 % of the Contract Price.
5	<b>Place of Arbitration</b>	Disputes shall be resolved as per GCC. Jurisdiction shall be <b>Mumbai</b> , unless specified otherwise
6	<b>Confidentiality</b>	All data, reports, and information generated shall remain the property of the Client and shall not be disclosed without prior written approval.
7	<b>Taxes</b>	The payment is exclusive of GST. In view of the notification No.18/2017 issued by Ministry of Finance Govt. of India and in terms of section 16(1) of IGST Act,2017, the SEEPZ SEZ Authority is exempted from GST. SEEPZ Authority will review the invoices promptly and notify the Contractor for any inaccuracy.

## **SECTION 9 - CONTRACT FORMS**

## INTEGRITY PACT

### Between

Development Commissioner  
SEEPZ SEZ Authority  
MIDC Central Road,  
Andheri East, Mumbai – 400096  
(hereinafter referred to as “The Principal”)

### And

M/s \_\_\_\_\_  
having its registered office at \_\_\_\_\_,  
(hereinafter referred to as “The Bidder/Agency”)

### Preamble

The Principal intends to award, under laid down organizational procedures, a contract for the work “\_\_\_\_\_”.  
The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Agency(s).

In order to achieve these goals, the Principal and the Bidder/Agency enter into this Integrity Pact, which will be a part and parcel of the tender/contract.

### Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No official of the Principal, personally or through family members, will demand or accept any gratification, gift, or advantage from the Bidder/Agency, either directly or indirectly.
  - b. The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, not extend any undue favor to any Bidder or Agency.
  - c. The Principal shall ensure that all its officials observe the same transparency and fairness during the evaluation of tenders and execution of the contract.
2. If the Principal obtains information on the conduct of any of its officials which is in contravention of the above principles, the Principal shall take appropriate disciplinary action and initiate legal proceedings as per law.

## **Section 2 – Commitments of the Bidder/Agency**

The Bidder/Agency commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during participation in the tender process and during contract execution:

1. The Bidder/Agency will not offer, directly or through intermediaries, any bribe, gift, or consideration to any official of the Principal in connection with the tender or contract.
2. The Bidder/Agency will not enter into any understanding with other Bidders to restrict competition.
3. The Bidder/Agency will not commit any offence under the Prevention of Corruption Act, 1988, or any amendment thereof.
4. The Bidder/Agency shall disclose the name and address of its agents, representatives, and intermediaries, if any, involved in the tender process or execution of the contract.
5. The Bidder/Agency will not misrepresent facts or furnish false documents or indulge in illegal practices to win the contract.

## **Section 3 – Disqualification from Tender Process and Exclusion from Future Contracts**

1. If the Bidder/Agency, before award or during execution of the contract, has committed a violation of this Integrity Pact, the Principal may disqualify the Bidder/Agency from the tender process or terminate the contract.
2. The Principal may also exclude the Bidder/Agency from future tenders for a period to be determined by the Principal.
3. If the Bidder/Agency has violated any provisions of this Pact, it may lead to forfeiture of the Earnest Money Deposit (EMD), Security Deposit, or Performance Guarantee, as the case may be.

## **Section 4 – Independent External Monitor (IEM)**

1. The Principal has appointed Independent External Monitor(s) (IEMs), as per the guidelines of the Central Vigilance Commission, to oversee implementation of the Integrity Pact.
2. The contact details of the IEM(s) shall be published in the NIT / Tender Document.
3. The IEM(s) may examine any complaint regarding violation of the provisions of this Pact and submit their recommendations to the Principal.
4. All correspondence with the IEM shall be made in confidence.

## **Section 5 – Fall Clause**

The Bidder/Agency undertakes that it has not given and will not give any benefit, monetary or otherwise, to any person or company to secure this contract. If any such

violation is found, the Bidder/Agency will refund to the Principal all payments made along with interest.

## **Section 6 – Law and Place of Jurisdiction**

This Pact is subject to Indian law. The place of performance and jurisdiction shall be the location of the office of the Principal.

## **Section 7 – Other Provisions**

1. This Pact comes into force on the date of submission of the tender and remains valid till the completion of the contract.
2. If the Bidder/Agency is a partnership or consortium, all partners shall sign the Pact jointly and severally.
3. Any violation of the Integrity Pact shall invite action as per the terms of this document.

**IN WITNESS WHEREOF**, the parties have signed and executed this Integrity Pact on this \_\_\_\_\_ day of \_\_\_\_\_, **20**.

**For and on behalf of**

**Development Commissioner**

(Authorized Signatory)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Department / Office: \_\_\_\_\_

Date: \_\_\_\_\_

(Seal)

**For and on behalf of**

**M/s** \_\_\_\_\_

(Authorized Signatory)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

(Seal)

Witnesses:

\_\_\_\_\_ (Name, Address, Signature)

\_\_\_\_\_ (Name, Address, Signature)