


Basic Details

Organisation Chain	Santacruz Electronics Export Processing Zone Special Economic Zone Mumbai		
Tender Reference Number	SEEPZM-EOPT/3/2025-PROC		
Tender ID	2026_SEEPZ_909050_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Tender cum Auction
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	Yes
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	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
2	Finance	.xls	Financial

Tender Fee Details, [Total Fee in ₹ * - 1,000]

Tender Fee in ₹	1,000	Fee Payable To	SEEPZ SEZ AUTHORITY FUND	Fee Payable At	SEEPZ SEZ, Mumbai
Tender Fee Exemption Allowed	No				

EMD Fee Details

EMD Amount in ₹	30,00,000	EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	SEEPZ SEZ AUTHORITY FUND	EMD Payable At	SEEPZ SEZ, Mumbai

[Click to view modification history](#)
Work /Item(s)

Title	Engagement of Contractor for Removal and Disposal of Sludge from Open and Closed Gutters Sewerage Drainage lines Sewage Treatment Plant and Septic tanks in SEEPZ-SEZ premises and Residential Staff Quarters				
Work Description	Engagement of Contractor for Removal and Disposal of Sludge from Open and Closed Gutters Sewerage Drainage lines Sewage Treatment Plant and Septic tanks in SEEPZ-SEZ premises and Residential Staff Quarters				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	0.00	Product Category	Miscellaneous Services	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work(Days)	NA
Location	SEEPZ SEZ, Andheri (E), Mumbai	Pincode	400096	Pre Bid Meeting Place	ONLINE
Pre Bid Meeting Address	ONLINE	Pre Bid Meeting Date	25-May-2026 03:00 PM	Bid Opening Place	ONLINE
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates


Publish Date	18-May-2026 09:00 AM	Bid Opening Date	06-Jun-2026 05:30 PM
Document Download / Sale Start Date	18-May-2026 09:00 AM	Document Download / Sale End Date	05-Jun-2026 05:00 PM
Clarification Start Date	18-May-2026 09:00 AM	Clarification End Date	21-May-2026 06:00 PM
Bid Submission Start Date	29-May-2026 09:00 AM	Bid Submission End Date	05-Jun-2026 05:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	NIT	478.02

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_955430.xls	Financial Template	314.00
	2	Tender Documents	RFP_Gutter_Cleaning_Eauction.pdf	Engagement of Contractor for Removal and Disposal of Sludge from Open and Closed Gutters Sewerage Drainage lines Sewage Treatment Plant and Septic tanks in SEEPZ-SEZ premises and Residential Staff Quarters	996.02

Latest Corrigendum List

S.No	Corrigendum Title	Corrigendum Type	View
1	Date Corrigendum	Date	

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

GeMARPTS Details

GeMARPTS ID	39UZRLSTHZMK
Description	Engagement of Contractor for Removal and Disposal of Sludge from Open and Closed Gutters Sewerage Drainage lines Sewage Treatment Plant and Septic tanks in SEEPZ-SEZ premises and Residential Staff Quarters
Report Initiated On	17-May-2026
Valid Until	16-Jun-2026

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	Financial Evaluation
BoQ Comparative Chart model	Normal	BoQ Comparative chart decimal places	2
BoQ Comparative Chart Rank Type	H	Form Based BoQ	No
Adopt Tender Cum Auction New Process	No		
Bidders Elimination Process Required	No		

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	Assistant Development Commissioner
Address	Office Of The Development Commissioner, SEEPZ SEZ, Andheri

Tender Creator Details

Created By	Divyanshi Goyal
Designation	Lower Division Clerk
Created Date	17-May-2026 03:02 PM



SEEPZ SEZ AUTHORITY

OPEN COMPETITIVE BIDDING cum E-Auction (Bidding using E- Procurement mode on Central Public Procurement Portal)

Bidding Documents

for

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

Tender Ref. No.: SEEPZM-EOPT/3/2025-PROC

(Date of Issue): 18/05/2026

ISSUING AUTHORITY:

**Deputy 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

Landline: 022-28294756/70

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

Key information at a glance

SN	Item	Description
1	Tender Ref. No.	SEEPZM-EOPT/3/2025-PROC
2	Tender Title	Engagement of Contractor for Removal and Disposal of Sludge from Open & Closed Gutters, Sewerage/Drainage lines, Sewage Treatment Plant (STP) and Septic tanks in SEEPZ-SEZ premises & Residential Staff Quarters for 01 year extendable to further 01 year subject of satisfactory compliance of Activity Schedule defined in Section-5.
3	Cost of Bidding Documents	Bidding documents can be downloaded 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	18 May 2026
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	25 May 2026 @ 03:00 PM
7	Tentative date for publishing Responses to Pre-bid Queries and Corrigendum, if any	28 May 2026
8	Last date and time for Submission of Bids (Technical + Financial Bids)	08 June 2026 05:00 PM
9	Date and time of opening of Technical Bids	09 June 2026 05:30 PM
10	Tentative date for publication of technical+ Financial evaluation results	To be informed to the Qualified bidders.
11	Date for E-Auction	To be informed to the Qualified bidders.
12	Expected date of Award of Contract	To be informed to the successful bidder.

12	Tender Contact / Helpline Details	<p><u>Primary Tender Custodian (PTC):</u> Shri Hanish Rathi, ADC eProcurement Contact: 022-28294756/7976067037, <u>Email-hanishr.g171701@gov.in</u></p> <p>Roles of PTC:</p> <ol style="list-style-type: none"> 1. All preliminary queries/ telephone queries can be addressed to PTC. 2. PTC maintains a dedicated call log / e- mail received chronologically for the specific tender. 3. Provides response on email after due internal approval by Competent Authority. 4. Intimates / responds all prospective bidders of timelines including pre-bid, corrigendum etc. 5. Organize / support and facilitate all field / site visits. 6. Responds to queries and clarifications sought after due approval of the reply being furnished by Competent Authority. 7. Supervising the work and timely report to DDC. 8. Supervises Pre-bid meeting arrangements and issue of corrigendum's / clarifications. 9. Overall Supervision of all aspects related to the tender process.
13	Link for accessing training Schedule regarding use of e-procurement portal by bidders may be found at:	https://eprocure.gov.in/cppp/training disp
14	Authority to be contacted in case of any clarification / request for entry permission for physical visit	<p>Name: - Shri Hanish Rathi Assistant Development Commissioner Email: hanishr.g171701@gov.in with CC to ddcseepz-mah@nic.in & seepz.pmu@gov.in Phone: 022 – 28294756/ 7976067037</p>
15	Help Desk No. (For E-Procurement)	<p>eProcurement Helpdesk no's (New Delhi) 0120-4200462, 0120-4001002, 0120-4001005</p>

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Section 1 – Notice Inviting Bids (NIB)

Tender Ref. No: SEEPZM-EOPT/3/2025-PROC

Date: 18-May-26

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

1. The SEEPZ SEZ authority invites online bid from eligible bidders.
2. SEEPZ SEZ, Mumbai is an industrial area spread over 110 acres with over 300 units, including Gems & Jewellery exporters. The zone generates sludge from open and closed gutters, sewerage/drainage lines, STPs, and septic tanks, which must be removed and disposed of in an environmentally compliant manner.
3. The objective of this RFP is to engage a contractor for the removal and disposal of sludge from the SEEPZ-SEZ premises and residential staff quarters. The estimated annual quantity of sludge to be removed is 7,45,000 kg.
4. More details pertaining to the scope of work and procedure to be followed may be under the Activity Schedule (Section 5).
5. 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/-.
6. Interested bidders must register on e-procurement portal and upload their technical and financial bids separately within the stipulated time and date as mentioned in the Bid Data Sheet. All bids must be accompanied by Bid Security (EMD).
7. Detailed instructions regarding online submission of bids may be seen at 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. Bidders are requested to check the system requirements for using the e-procurement portal and uploading bids adequately in advance to avoid issues from cropping up at the last minute.
8. Bidders are solely responsible for timely submission of bids. SEEPZ SEZ Authority shall not be liable for any issues arising due to late uploads or technical errors on the portal.
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 selection of the Successful Bidder shall be carried out through submission of Technical Bid and Financial Bid, followed by an online e-auction process among technically qualified bidders, as per the procedure defined in this RFP.
12. 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.
13. 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), recover the risk and cost from H1 bidder, and debar/blacklist the defaulting bidder for 36 months.

Sd/-

(Aman Kumar Sharma)

Asst. Development Commissioner
SEEPZ-SEZ

Section 2 – Instructions to Bidders (ITB)

A. General

1. Introduction

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

2. Language of Bids

Bid submitted by the Bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Procuring Entity, shall be written in English language. However, the language of any printed literature furnished by the Bidder in connection with its bid may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

3. Code of Integrity

- a) The Procuring Entity and all officers or employees of the Procuring Entity being SEEPZ, SEZ authority, whether involved in the procurement process or otherwise, or Bidders and their representatives or Consultants or Service Providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity in accordance with the code of integrity prescribed under GFR 175.
- b) In case of breach of the code of integrity by a Bidder or a prospective Bidder, the SEEPZ Authority, after giving a reasonable opportunity of being heard, may take appropriate measures including –
 - i.** exclusion of the Bidder from the procurement process;
 - ii.** calling off of pre-contract negotiations and forfeiture or encashment of bid security;
 - iii.** forfeiture or encashment of any other security or bond relating to procurement;
 - iv.** recovery of payments made by the Procuring Entity along with interest thereon at bank rate;
 - v.** cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;

- vi. debarment of the Bidder from participation in any future procurements of any Procuring Entity for a period of up to three years.
- c) The bidder (Single Entity and/or all members of Consortium/JV) 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 Integrity Pact is provided under *Appendix-C*.

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 may participate either individually as a Single Entity or jointly as a Consortium/Joint Venture (JV), subject to the conditions outlined in 'Section 4 – Evaluation and Qualification Criteria'.
- d) 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. In case of a Consortium/Joint Venture, the qualification criteria may be fulfilled collectively by the members, subject to the conditions specified in Section 4.3. The Lead Member must meet the net worth requirement individually and shall be authorized to act on behalf of the JV.

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 (BOQ)
- b) Unless downloaded directly from the SEEPZ website (<http://seepz.gov.in>) or the e-procurement portal (<https://eprocure.gov.in/epublish/app>) as specified in the BDS, Procuring Entity shall not be responsible for the correctness of the Bidding Documents, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with ITB.
- c) Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

8. Clarification of Bidding Documents

- a) A Bidder requiring any clarification of the Bidding Documents shall contact the SEEPZ, SEZ authority in writing / email at the Procuring Entity's address specified in the BDS.
- b) The Procuring Entity will respond in writing / email / through the e-procurement portal to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS. The Procuring Entity shall also promptly publish brief description of the enquiry but without identifying its source and its response at its website or on the e-procurement portal.
- c) Should the clarification result in changes to the essential elements of the Bidding Documents, the Procuring Entity shall amend the Bidding Documents following the procedure given under ITB.

9. Pre-bid Meeting

- a) In order to provide response to any doubt regarding Bidding Documents, or to clarify issues, a pre-bid meeting may be scheduled, as specified in the BDS.
- b) During the pre-bid meeting, the clarification sought by representative of prospective Bidders shall be responded appropriately. However, they shall be asked to submit their written request by close of office next day or by

e- mail for electronic record thereof. The Procuring Entity shall publish written response to such requests for clarifications, without identifying its source. In case required, amendment(s), in terms of ITB below shall be issued, which shall be binding on all prospective Bidders.

10. Amendments to Bidding Documents

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

C. Preparation of Bids

11. Documents Comprising Bid

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

12. Financial Quote

- 12.1. BOQ is an integral part of this tender. Bidders are to upload only the downloaded BOQ (in excel format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet. All the columns in the price schedule should be filled up as required. The Bidder shall make its financial offer in **“rate per kilogram”** in INR only.
- 12.2. Quotation shall be in “rate per kilogram”, however, bidder has to pay for at- least estimated annual quantity (i.e. 745000 Kilogram) irrespective of the quantity removed in 01 year of contract period on quarterly basis.

- 12.3. Also, in case of quantity removed more than estimated quarterly quantity (i.e. 186250 Kilogram) in any quarter, bidder shall pay for additionally removed quantity on the same rate as quoted in BOQ.
- 12.4. Quoted rates are only for the quantity removed from Sector-1 to Sector-6 of SEEPZ SEZ premises, bidder need not to pay for sludge removed from the Residential quarters (Sector-7), however, they have to clean and remove Sludge on defined minimum frequency in Activity Schedule.
- 12.5. Quoted **“rate per Kg” in 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.**
- 12.6. **Reconciliation after the completion of the contract period of 01 year:-**
After the completion of one year of contract period, re-conciliation of the quantity of cleared/ removed sludge will be arrived, but the same shall not be later than the 45 days from the contract end date. The re-conciliation will be done in following manner-

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

- i. more than the Estimated Annual Quantity (i.e. 745000 Kg), then the bidder has to pay for the total removed/ cleared quantity calculated on rate per kg quoted in BOQ.
- ii. Equal to the Estimated Annual Quantity (i.e. 745000 Kg), then the bidder has to pay for Estimated Annual Quantity (i.e. 745000 Kg) on rate per kg quoted in BOQ.
- iii. less than the Estimated Annual Quantity (i.e. 745000 Kg), then also, the bidder has to pay for Estimated Annual Quantity (i.e. 745000 Kg) on rate per kg quoted in BOQ.

Thus, in any circumstances, the bidder has to pay for at-least 745000 Kg on the rate quoted in BOQ and in case of total quantity removed is more 745000 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) along with Technical bid as specified in BDS. No exemption shall be permitted in respect of the Bid Security. Submission of Bid Security is mandatory for all bidders

The Bid Security shall be paid strictly through electronic transfer modes, namely RTGS or NEFT only. No other mode of payment shall be accepted

The Bid Security amount must be remitted at least one (1) day prior to the proposal due date. Proof of such payment shall be submitted along with the bid.

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

Bidders shall submit their bids online on the CPP Portal.

- No physical submission of documents—whether by post, by hand, or drop in the box—shall be required or accepted by the SEEPZ SEZ Authority.
- Online submission of bids shall be carried out in accordance with the instructions given under Annexure I.

17. Deadline for Submission of Bids

- a) Bids must be received by the Procuring Entity online on the e-procurement portal 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 unconditional and that the Bidder has agreed to give the required performance security; and
 - any other specific requirements put forth in the bidding documents.
- b) Bids failing to meet these preliminary requirements shall be treated as non-responsive and shall not be considered further for evaluation.

22. Immaterial Non-conformities

- a) The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive;
- b) The Bid Evaluation Committee may request the Bidder to submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period of time. Failure of the Bidder to comply with the request within the given time shall result in the rejection of its bid;
- c) The Bid Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the additional information or documentation received from the Bidder.

23. Determination of Responsiveness

- a) The Bid Evaluation Committee constituted by the Procuring Entity shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;
- b) A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where: -
 - i. “deviation” is a departure from the requirements specified in the Bidding Documents;
 - ii. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - iii. “omission” is the failure to submit part or all of the information or documentation required in the bidding documents.
- c) A “material deviation, reservation, or omission” is one that, if accepted, shall:-
 - i. Effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or
 - ii. Limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Employer or the obligation of the

- iii. Bidder under the proposed contract; or
If rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids;
- d) The Bid Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission;
- e) The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;
- f) Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

24. Non-conformities, Errors and Omissions

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

25. Evaluation of Bids

- a) Technical evaluation of bids shall be carried out based on the criteria stipulated under 'Section 4 – Evaluation and Qualification Criteria'. The evaluation committee shall not adopt any other criteria other than the ones already stipulated in the bidding documents.
- b) The evaluation of financial bid shall be on the basis of **“Rate per Kilogram”** quoted in BOQ for removal of sludge and other wastes as per Scope of Work.
- c) The Procuring Entity’s evaluation of a bid may require the consideration of other factors, in addition to the bidder’s financial offer. These factors may be related to the characteristics, performance, and terms and conditions of purchase of Non-Consultancy Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate

comparison of bids, shall be specified in Section IV – Qualification and Evaluation Criteria.

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

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

F. E-Auction process

27. Below is the Auction process for the bidders

1. After completion of Technical Evaluation, all technically qualified bidders whose Financial Bids have been opened shall be eligible to participate in an online e-auction conducted through the Central Public Procurement Portal (CPPP) or any other platform as notified by the Employer.
2. The base rate for the e-auction shall be the **H1 rates** received in the financial bid per kilogram, which shall be treated as the **Initial Auction Rate**.
3. The e-auction shall be conducted on an incremental bidding basis, wherein bidders shall quote rates higher than the **Initial Auction Rate**.
4. The minimum bid increment shall be ₹2 (Rupees Two only) per kilogram or multiples thereof. The maximum sealing percentage is 10%.
5. Only one bid at a time shall be permitted per bidder during the live e-auction, and bidders may revise their bids upward any number of times within the auction duration.
6. The date, time, duration, and detailed auction instructions shall be intimated separately to eligible bidders through the e-procurement portal/email.
7. The Employer shall not be responsible for any technical failure, internet issue, or system-related problem at the bidder's end during the e-auction.

28. Notwithstanding anything contained elsewhere in this RFP, the conduct of e-Auction under this tender shall be governed by the following provisions:

- a) The e-Auction shall be conducted only if a minimum of three (3) eligible bidders qualify for participation in the e-Auction stage.
- b) Where the number of eligible bidders is:
 - i. **Three (3) to Six (6):** Only the **Highest three (3)** eligible bidders shall be invited to participate in the e-Auction.
 - ii. **More than Six (6):** Only **50% of the eligible bidders (rounded up to the next integer)** shall be invited to participate in the e-Auction.

- c) This methodology is adopted in line with the General Financial Rules (GFR) and the Manual for Procurement of Goods, Government of India, to ensure effective competition, transparency, and meaningful price discovery while avoiding non-serious participation.

The decision of the Procuring Authority regarding eligibility, shortlisting, and conduct of e-Auction shall be final and binding on all bidders.

G. Award of Contract

29. Award Criteria

- a) Subject to its bid being technically qualified, unconditional and complete, the bidder offering the highest **“Rate per Kilogram”** in BOQ for removal of sludge and other wastes as per Scope of Work shall be considered for award of contract.

30. Notification of Award

- a) Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the accepted financial offer (Lumpsum quote for estimated quantity). The expected date of award of contract is as stipulated under BDS.
- b) Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

31. 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 90 day beyond the date of completion of all contractual obligations.

32. Other Statutory Requirements

- a) 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.

- b) The nature of this tender is outcome-based, wherein the bidder shall be evaluated and compensated based on the quantity of sludge removed, as per the Activity Schedule. This contract is not based on manpower deployment, and no separate consideration shall be given for the number of personnel deployed.

33. Signing of Contract

Promptly after notification of Award, the Procuring Entity shall send the successful Bidder the Contract Agreement. Within twenty-eight days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.

Section 3 – Bid Data Sheet (BDS)

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

ITB Para Reference	Particulars
ITB 4 b)	<ul style="list-style-type: none"> i) Bidder shall be a natural person, private entity, government-owned entity or, any combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India; ii) Bidders can either be a Single Entity or a Consortium/Joint Venture (JV). iii) 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; iv) 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; v) 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; vi) Bidder shall not be presently debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.
ITB 7 b)	<p>The official website of SEEPZ SEZ Authority is: http://seepz.gov.in The e-procurement portal is: https://eprocure.gov.in/epublish/app</p>
ITB 8 a)	<p>The Procuring Entity's address for seeking clarifications is:</p> <p>Office of the Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai – 400096</p> <p>The email address is: hanishr.g171701@gov.in and seepz.pmu@gov.in and ddcseepz-mah@nic.in</p> <p>Queries may also be raised by using the 'seek clarifications' option available on the e-procurement portal.</p>
ITB 8 b)	<p>The bidders may submit their requests for clarification no later than 7 days prior to deadline for submission of bids.</p>

ITB Para Reference	Particulars
ITB 9 a)	<p>The pre-bid meeting shall be held electronically at 1500 Hrs (3:00 PM) on 25th May 2026. The web-link to attend the pre-bid meeting is as follows:</p> <p>https://seepz.webex.com/seepz/j.php?MTID=mbc328effa645df398a571e13a29fc401</p> <p>Monday, May 25, 2026 3:30 PM Meeting number: 2518 640 3793 Password: PB@25</p>
ITB 11 a)	<p>In addition to the documents prescribed in ITB, bidders shall also submit a draft work plan for Removal and Disposal of Sludge from Open & Closed Gutters, Sewerage/Drainage lines, Sewage Treatment Plant (STP) and Septic tanks in SEEPZ-SEZ premises & Residential Staff Quarters. This plan should include key tasks, corresponding timelines, details regarding environmental safeguards and names of designated persons in-charge.</p>
ITB 12	<p>The financial offer shall comprise “Rate per Kilogram” in BOQ for removal and disposal of various categories of sludge / waste as specified under the Activity Schedule, adhering to the specified contractual conditions and other legal obligations payable to the client.</p> <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. 745000 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. 186250 Kilogram) in any quarter, bidder shall pay for additionally removed quantity on the same rate as quoted in BOQ. 3. Quoted rates are only for the quantity removed from Sector-1 to Sector-6 of SEEPZ SEZ premises, bidder need not to pay for sludge removed from the Residential quarters (Sector-7), however, they have to clean and remove Sludge on defined minimum frequency in Activity Schedule. 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 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. 5. Reconciliation after the completion of the contract period of 01

ITB Para Reference	Particulars
	<p>year:- After the completion of one year of contract period, re-conciliation of the quantity of cleared/ removed sludge will be arrived, but the same shall not be later than the 45 days from the contract end date. The re-conciliation will be done in following manner-</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. 745000 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. 745000 Kg), then the bidder has to pay for Estimated Annual Quantity (i.e. 745000 Kg) on rate per kg quoted in BOQ.</p> <p>(iii). less than the Estimated Annual Quantity (i.e. 745000 Kg), then also, the bidder has to pay for Estimated Annual Quantity (i.e. 745000 Kg) on rate per kg quoted in BOQ.</p> <p>Thus, in any circumstances, the bidder has to pay for at-least 745000 Kg on the rate quoted in BOQ and in case of total quantity removed is more 745000 Kg for complete year, then the same shall be calculated on actual quantity removed on the rate per kg quoted in BOQ.</p> <p>The financial offer quoted by the bidder shall be fixed during the bidder's performance of the contract and shall not be subject to variation on any account.</p>
ITB 13 a)	No change. Bids shall remain valid for a period of 180 days from the deadline of submission of bids.
ITB 14	<p>Bid Security (EMD) amounting to Rs. 30,00,000/- shall be paid along with 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>
ITB 17	The deadline for submission of bids is 1700 Hrs (5 PM) on 08th June 2026.
ITB 19 a)	The technical bids shall be opened online at 1730 Hrs (5:30 PM) on 09th June 2026.
ITB 29 a)	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 Lakhs. This shall be in addition to the quarterly advance deposit as mentioned at Step-2 of Flow of Work.
ITB 28 a)	The expected date of award of contract is: TBN.

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.

A. REGISTRATION

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

B. SEARCHING FOR TENDER DOCUMENTS

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

C. PREPARATION OF BIDS

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

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

D. SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. **Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the**

bidders. Bidders are required to download the BoQ file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

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

E. ASSISTANCE TO BIDDERS

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

Bidders may avail the free training on the use of e-procurement system as per the schedule published at the following link: <https://eprocure.gov.in/cppp/trainingdisp>. In case of any further queries, please contact Shri Hanish Rathi at +91-7976067037 during office hours i.e. between 10 AM till 6 PM on weekdays.

Section 4 – Evaluation and Qualification Criteria

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

Technical Evaluation Process

1. Preliminary Examination of Bids and Determination of Responsiveness

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

2. Qualification Requirements

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

SN	Criterion	Documents to be submitted
1	Bidder must be a valid legal entity registered with appropriate government authority in the form of a firm / company /LLP and must be in existence for at least 3 years (i.e. since FY 2022-23)	Registration / Incorporation certificate and Details of ownership, address, contact details including e- mail and telephone numbers.
2	Bidder must be registered with GSTN and must possess a valid PAN.	Copies of GSTIN and PAN.
3	<p>Bidder must have an average annual turnover of at least Rs. 100 Lakhs during past 5 financial years (FY 2021-22 to 25-26) from services of similar nature.</p> <p>Services of a similar nature shall include, but are not limited to, all types of cleaning and housekeeping services. In the event that a bidder does not possess the requisite experience independently, the bidder may participate in the bidding process by forming a Consortium or Joint Venture (JV), provided that at least one member of the Consortium/JV meets the specified experience criteria.</p> <p>In such cases, the bidder shall submit documentary evidence of the relevant experience of the Consortium/JV partner, along with an undertaking in the format prescribed in Appendix-A to the Special Conditions of Contract (SCC).</p>	Audited financial statements for the past 5 financial years. Provisional financial statement certified by the CA shall be acceptable only for FY2025-26 and CA certificate clearly specifying the volume of turnover from services of similar nature with UDIN number mentioned in it.

4	<p>Bidder must have experience of at least 2 completed contracts, each amounting to not less than Rs. 25 Lakh, with similar scope of work for any government/ PSU/Private Firm during past 5 financial years (FY 2021-22 to 25-26) from services of similar nature.</p> <p>Ongoing contracts where at least 70% of the contract has been completed (in terms of either scope of work or payments) shall also be considered in lieu of completed assignments.</p> <p>Services of a similar nature shall include, but are not limited to, all types of cleaning and housekeeping services. In the event that a bidder does not possess the requisite experience independently, the bidder may participate in the bidding process by forming a Consortium or Joint Venture (JV), provided that at least one member of the Consortium/JV meets the specified experience criteria.</p> <p>In such cases, the bidder shall submit documentary evidence of the relevant experience of the Consortium/JV partner, along with an undertaking in the format prescribed in Appendix-A to the Special Conditions of Contract (SCC).</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.
5	<p>Bidder should have a positive net worth during each of the past three (03) Financial year upto 2024-25/ 2025-26.</p>	<p>CA certificate clearly stating that the bidder has positive net worth during each of the past 3 FYs.</p>
6	<p>Bidder should deploy a Contract Manager with at least 12th passing certificate and at least five (5) years of experience.</p>	<p>Profile of the proposed contract manager clearly describing the educational qualifications and experience.</p>
7	<p>Bidder must indemnify the employer (SEEPZ SEZ Authority) against any legal implications arising due to the service provider's non-compliance to statutory provisions pertaining to the services outlined in the scope of work.</p>	<p>Affidavit of Indemnity (Indemnity Bond) on a Rs.500 stamp paper comprising the following text: "We hereby agree to undertake that we shall, at all times, indemnify and keep indemnified the Employer i.e. SEEPZ SEZ Authority against all claims/damages for any violation of any statutory / licensing requirements / Pollution control norms while providing our services under the Contract.</p>

		<p>We shall indemnify the Client in full for any failure in performance on account of default or non-fulfillment of our obligations. We understand that, in such case, all the costs and expenses incurred by the employer are recoverable from us.”</p>
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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.

3. Submission of Bids as a Consortium / JV

- (i). Bids may be submitted by a single entity or a Consortium/Joint Venture (JV) of entities. 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.
 - The Consortium/JV as a whole must meet the qualification criteria specified in this section.
 - The turnover and experience criteria may be met collectively by the members of the Consortium/JV.
 - The net worth requirement must be met by the Lead Member individually.
 - The technical experience (completed contracts) may be demonstrated by any member, provided the relevant experience is clearly attributed and supported by documentary evidence.
- (iii). The Consortium/JV shall not comprise more than two (2) members.
- (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.

Financial Evaluation Process

“Financial evaluation shall consist of opening of the Financial Bid (BOQ) followed by an **online e-auction for price discovery** among technically qualified bidders. The bidder quoting the highest rate per kilogram at the conclusion of the e-auction shall be ranked H1, subject to approval of the Competent Authority”.

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

Section 5 – Activity Schedule

1. Background

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

2. Scope of Work

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

A. Scope of Work/ Service shall include:

i. Cleaning Services (Non-Payable)

The Contractor shall be responsible for the thorough and comprehensive cleaning and clearing of the entire drainage and sewerage network within the SEEPZ premises, including all peripheral areas and Sector-7. This includes all locations where sludge removal is possible, required, or deemed necessary by the Estate Office. The scope covers all accessible zones within and around the premises where sludge or debris may accumulate.

Note:

- a) No payment shall be made by the SEEPZ Authority for the cleaning services, as this forms part of the Contractor's basic obligations under the contract.
- b) Strict adherence to the Cleaning Schedule mentioned at Clause-5 of Section-5 or instructions issued by the Estate Officer is mandatory. Non-compliance with the Cleaning Schedule or instructions will attract penalties as defined in Clause 7 of Section 5 of this document.

ii. Sludge Removal from

a) Sectors 1 to 6 (Payable by Contractor):

The sludge generated from the cleaning process in Sectors 1 to 6 shall be mandatorily removed by the Contractor. The Contractor shall be required to pay the SEEPZ SEZ Authority for the quantity of sludge removed, at the rate per kilogram offered in their financial bid. Further, the Contractor shall ensure that the sludge

collected from STP, drainage lines, or sewerage systems is not stored within SEEPZ SEZ premises for more than **three (03) days** from the date of collection. Failure to adhere to this timeline shall attract penalties as per Clause 7 of Section 5.

b) **Sector-7 (Non-Payable but Mandatory):**

The Contractor shall mandatorily clean and remove sludge from Sector-7, which comprises the residential staff quarters. However, no payment shall be required to be made by the Contractor to the SEEPZ SEZ Authority for the sludge removed from Sector-7, as the sludge from this sector does not contain saleable material. Notwithstanding this exemption, strict adherence to the minimum cleaning frequency for Sector-7, as specified in the Activity Schedule, is mandatory and non-compliance shall attract penalties as per Clause 7 of Section 5.

iii. Removal of Non-Sludge Debris and Waste Material

The Contractor shall be fully responsible for the removal of all non-sludge debris or waste materials, including but not limited to plastics, rags, stones, packaging waste, or any other non-saleable solid matter, found within the sewerage and gutter lines. All such non-sludge waste shall be promptly collected and transported to the designated disposal area within the SEEPZ SEZ premises, as identified and directed by the Estate Officer.

No separate payment shall be made to the Contractor for this activity, as it forms an integral part of the Contractor's overall cleaning obligations under this contract. Failure to remove such debris in a timely and satisfactory manner shall attract penalties as per Clause 7 of Section 5.

- B. Successful bidder shall ensure Proper registered vehicle for removal of Gutter and Sewerage Waste, Sewage Treatment Plant (STP), Sludge removal and Septic tank wastes from SEEPZ SEZ
- C. Compliance to all environmental norms while removal of Gutter and Sewerage Waste, Sewage Treatment Plant (STP), Sludge removal and Septic tank wastes from SEEPZ SEZ and subsequently responsibility of processing the Gutter and Sewerage Waste, Sewage Treatment Plant (STP), Sludge removal and Septic tank wastes as per environmental safety norms.
- D. The contractor must ensure the cleaning and clearing of the storm water lines and also to look after its repair and maintenance.
- E. The contractor must ensure that these areas are maintained in a clean and hygienic condition throughout the duration of the contract.
- F. Proper adherence to labour statutes and provision of safety and other necessary equipment to the labour/workforce engaged to remove the sludge and other wastes.

3. Important Terms

Estimated Annual Quantity:	745000 kg
Financial Quate:	Financial offer made by bidder as “rate per kg” in BOQ
Estimated Quarterly Quantity:	1/4th of 745000 kg i.e. 186250 KG
Quarterly Advance deposit:	Amount equal to the “Financial Quate” multiply by “Estimated Quarterly Quantity” i.e. (rate per KG x 186250) in INR.
Minimum Contract Value	Total value for Estimated Annual Quantity as per quoted per kg rate.

4. Flow of Work:

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

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

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

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

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

Step 6:

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

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

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

- At the instance bidder have removed **estimated quarterly quantity for the respective quarter**, bidder shall remove the **additional quantity** only after payment for that additional quantity on the same rate offered in BOQ on the 01st date of **next Quarter** bidder has to deposit “**quarterly advance deposit**” for next quarter.
- The same will be repeated till the end of contract period.

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

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

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

(i). more than the Estimated Annual Quantity (i.e. 745000 Kg), then the bidder has to pay for the total removed/ cleared quantity calculated on rate per kg quoted in BOQ.

(ii). Equal to the Estimated Annual Quantity (i.e. 745000 Kg), then the bidder has to pay for Estimated Annual Quantity (i.e. 745000 Kg) on rate per kg quoted in BOQ.

(iii). less than the Estimated Annual Quantity (i.e. 745000 Kg), then also, the bidder has to pay for Estimated Annual Quantity (i.e. 745000 Kg) on rate per kg quoted in BOQ.

Thus, in any circumstances, the bidder has to pay for at-least 745000 Kg on the rate quoted in BOQ and in case of total quantity removed is more 745000 Kg for complete year, then the same shall be calculated on actual quantity removed on the rate per kg quoted in BOQ.

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

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

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

5. Schedule

SN	Sectors in SEEPZ premise	Brief description of location		Running Mtrs	Minimum Frequency of Cleaning
1	Sector - 1	There are 5 gutter lines, as identified and details are as under:		500	To be Cleaned between 1 st to 4 th of every month.
		No. of Gutter lines	Location of Gutter lines		
		S1/G1	South-West & South-East (adjacent to Tata premise) of Service Centre and BFC peripheral.		
		S1/G2	North-West, West-South (opposite of SDF VII) & South-East of Tata premises		
		S1/G3	Peripheral area of SDF VI		
		S1/G4	Peripheral area of SDF VII		
		S1/G5	Drainage at SDF VI and VII upto Gate No. 2		
2	Sector - 2	There are 9 gutter lines, as identified and details are as under:		300	To be Cleaned between 5 th to 9 th of every month.
		No. of Gutter lines	Location of Gutter lines		
		S2/G1	North-West of Lake premises adjacent to road towards to Gate No. 02		
		S2/G2	South-West of Lake premises i.e. P. No. 62 to Plot No. 56B		
		S2/G3	South-East of Lake premises i.e. Plot No. 56B to P.No. 1&2(PT.)		
		S2/G4	North-East of Lake premises adjacent to road towards to dumping yard till P. No. 1&2 (PT.)		
		S2/G5	Peripheral area of G&J building No. II		
		S2/G6	Peripheral area of G&J building No. III		
S2/G7	From Outside area of Canteen to Septic tank area, from East-South of Dumping Road to Septic Tank and North-East of G&J building No. II to road towards to dumping yard.				

SN	Sectors in SEEPZ premise	Brief description of location		Running Mtrs	Minimum Frequency of Cleaning
		S2/G8	Drainage line from Gate no. 2 to Old Septic Tank	700	
		S2/G9	Gutter surrounding the Lake	450	
		S2/ST1	Septic tank behind G&J-III	1 No.	To be cleaned twice in a year
3	Sector - 3	There are 9 gutter lines, as identified and details are as under:			To be Cleaned between 10 th to 14 th of every month.
		No. of Gutter lines	Location of Gutter lines		
		S3/G1	Peripheral area of SDF-V & around Garden & plot side	1070	
		S3/G2	South-West area opposite to lake and G&J building II.	390	
		S3/G3	East Area opposite to Septic tank.	150	
		S3/G4	Outside area of Western Electronic to Goldiam International.	300	
		S3/G5	Peripheral area of STP Plant.	650	
		S3/G6	Peripheral area of Septic Tank.	100	
		S3/G7	North, East & West area of G&J Building No.1.	900	
		S3/G8	From south area of Renaissance Jewellery to South area of G&J Building No.1.	320	
		S3/G9	Drainage lines -2 nos. + SDF V Connection	870	
		S3/STP	STP components i. Inlet/Screen Chamber Grit ii. Collection sump iii. Primary Clarifier iv. Aeration tank v. Secondary Clarifier vi. Sludge Digester tank vii. Filter Bed viii. Treated Sump		To be cleaned twice in a year
		S3/ST A & B	Septic tank	2 Nos.	
		There are 11 gutter lines, as identified and details are as under:			
		No. of Gutter lines	Location of Gutter lines		
		S4/G1	Half peripheral area of SDF-I towards south-west	470	

SN	Sectors in SEEPZ premise	Brief description of location		Running Mtrs	Minimum Frequency of Cleaning
4	Sector - 4	S4/G2	Half peripheral area of SDF-I towards North-East	470	To be Cleaned between 15 th to 19 th of every month.
		S4/G3	South-East area of Canteen, adjacent to Road towards to Gate No.03	120	
		S4/G4	Area between Multistorey building and SDF-I.	200	
		S4/G5	East-West Peripheral area of SDF-I & outside area of canteen adjacent to Road towards to Gate No.3	300	
		S4/G6	South-West Peripheral area of Multistorey Building.	215	
		S4/G7	North-East Peripheral area of Multistorey Building.	175	
		S4/G8	Half peripheral area of SDF-II towards south-west	450	
		S4/G9	Half peripheral area of SDF-II towards North-East	450	
		S4/G10	Peripheral area of Crèche Building adjacent to Road towards to Gate No.3.	280	
		S4/G11	Drainage line of Multistoried Front & Back Side SDF II and SDF I	515	
5	Sector - 5	There are 7 gutter lines, as identified and details are as under:			To be Cleaned
		No. of Gutter lines	Location of Gutter lines		between 20 th to 24 th of every month.
		S5/G1	Half peripheral area of SDF-III towards south-west	360	
		S5/G2	Half peripheral area of SDF-III towards North-East	490	
		S5/G3	Half peripheral area of SDF-IV towards south-west	490	
		S5/G4	Half peripheral area of SDF-IV towards North-East	540	
		S5/G5	Outside east area of SDF III adjacent to road towards to gate No. 3.	145	
		S5/G6	Outside east area of SDF IV adjacent to road towards to gate No. 3.	120	
		S5/G7	Drainage Line of SDF III, IV, roads between III & IV and Compound wall side.	635	
6	Sector - 6	There are 6 gutter lines, as identified and details are as under:			To be Cleaned between 25 th to 29 th
		No. of Gutter lines	Location of Gutter lines		
		S6/G1	Peripheral area of Fire station and adjacent to road towards to gate No.3.	570	

SN	Sectors in SEEPZ premise	Brief description of location		Running Mtrs	Minimum Frequency of Cleaning	
		S6/G2	Half peripheral area of SEEPZ++ IT Park towards south-west	260	of every month.	
		S6/G3	Half peripheral area of SEEPZ++ IT Park towards North-East	260		
		S6/G4	From East of SEEPZ++ IT Park towards Goregaon Marol Road.	175		
		S6/G5	Drainage from Suncity to outlet at Tower	460		
		S6/G6	Compound Wall side from Suncity to main drainage	450		
7	Sector - 7	Gutter Lines near A-Type, B-Type, C-Type and D-Type Quarters.		1000	To be Cleaned once in 2 Months.	
		No. of Gutter lines	Location of Gutter lines			
		S7/G1	Residential Drainage from Gym to B3			
		S7/G2	Gutter D1 to Garden			70
		S7/G3	Near D1 Backside			30
		S7/G4	Wall Side			218

6. Format of Financial Bid

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

7. Penalties, Deductions, and Breach of Contract

For the purpose of this contract:

- **An Instance is defined as:**
 1. Each failure to clean a sector as per the minimum frequency defined in the Activity Schedule.
 2. Each failure to remove sludge as per the approved date-wise cleaning schedule.
 3. Each failure to remove visible non-sludge debris (plastic, rags, stones, 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 Sludge Removal	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-Sludge 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 maintain satisfactory cleanliness, especially during monsoon or emergencies, requiring SEEPZ Authority to engage alternate contractor	Actual cost incurred by SEEPZ Authority for emergency cleaning shall be fully deducted from the Contractor's Advance Deposit 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:
 - a. SEEPZ Authority is required to undertake emergency or alternate cleaning services due to the contractor's failure or unsatisfactory service (including during monsoon, blockage, or health hazard conditions),
 - b. The **actual cost incurred by SEEPZ Authority shall be recovered from the Contractor's available Advance Deposit, even if this cost exceeds the predefined penalty amounts.**
- (iii). **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.**

Section 6 – Bidding Forms

SN	Name of the Form	Page No.
1	Letter of Bid	42
2	Checklist of documents comprising bid	45
3	Bidder Information Form	46
4	Bidder's Qualification Information	47
5	Financial Bid Format	Uploaded Separately as a .xls file (BoQ)

1. Letter of Bid

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

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

Date:

Bid Ref. No.: SEEPZM-EOPT/3/2025-PROC

To,

The Deputy Development Commissioner & Estate Officer

SEEPZ, SEZ Authority

SEEPZ Service Centre Building,

SEEPZ SEZ, Andheri (East), Mumbai-400 096

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
2. We meet the eligibility requirements in accordance with ITB 4 and have no Conflict of Interest in accordance with GFR 175;
3. We offer to perform, in conformity with the Bidding Documents, the following Non-Consultancy Services: 'Removal and Disposal of Sludge from Open & Closed Gutters, Sewerage/Drainage lines, Sewage Treatment Plant (STP) and Septic tanks in SEEPZ-SEZ premises & Residential Staff Quarters'.
4. Our final financial offer is as submitted in our financial bid.
5. Our bid shall remain valid for 180 days from the last date of submission of the bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents;
7. We are not participating, as a Bidder or as a Consortium/ JV Member or as a subcontractor, in more than one bid in this bidding process;
8. We, along with any of our Consortium/JV Members, subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not debarred/blacklisted by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
9. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity prescribed in GFR 175;
10. We hereby certify that we are neither associated nor have been associated directly or indirectly with the consultant or any other individual or entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract from the SEEPZ SEZ Authority;
11. We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
12. We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the

- subject of legal proceedings for any of the foregoing reasons;
13. We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
 14. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
 15. We understand that SEEPZ SEZ Authority is not bound to accept the highest evaluated bid or any other bid that SEEPZ SEZ Authority may receive and that the decision of the SEEPZ, SEZ authority shall be final & binding.
 16. We hereby confirm that we agree to participate in the e-auction process and accept the final rate discovered through the e-auction as binding, without any reservation or condition.
 17. For Financial offer, we undertake that-
 - a) **We will pay for at-least estimated annual quantity (i.e. 745000 Kilogram) irrespective of the quantity removed in 01 year of contract period on quarterly basis on the “rate per kilogram” offered in BOQ.**
 - b) **Also, in case of quantity removed more than quarterly quantity (i.e. 186250 Kilogram) in any quarter, we will pay for additionally removed quantity on the same rate as quoted in BOQ.**
 - c) **Quoted rates are only for the quantity removed from Sector-1 to Sector-6 of SEEPZ SEZ premises, however, we have to clean and remove Sludge from Residential quarters (Sector-7) on defined minimum frequency in Activity Schedule.**
 - d) **Quoted “rate per kg” in 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.**
 - e) **Reconciliation after the completion of the contract period of 01 year:-**

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

- **If the sum of quantity removed/ cleared, in all the 04 quarters of the contract period of 01 year is-**
 - (i) more than the Estimated Annual Quantity (i.e. 745000 Kg), then we will pay for the total removed/ cleared quantity calculated on rate per kg quoted in BOQ.
 - (ii) Equal to the Estimated Annual Quantity (i.e. 745000 Kg), then we will pay for Estimated Annual Quantity (i.e. 745000 Kg) on rate per kg quoted in BOQ.
 - (iii) less than the Estimated Annual Quantity (i.e. 745000 Kg), then also, we will

pay for Estimated Annual Quantity (i.e. 745000 Kg) on rate per kg quoted in BOQ.

(iv) Thus, in any circumstances, we will pay for at-least 745000 Kg on the rate quoted in BOQ and in case of total quantity removed is more 745000 Kg for complete year, then we will pay the amount calculated on actual quantity removed at the rate per kg quoted in BOQ.

Name of the Bidder:

Name of Bidder's Authorized Signatory:

Designation of the person signing the Bid:

Signature of the person named above

Date signed

2. Checklist of documents comprising bid

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

3. Bidder Information Form

Date:

Bid Ref. No.: SEEPZM-EOPT/3/2025-PROC

Bidder Type:	<input type="checkbox"/> Single Entity <input type="checkbox"/> Consortium/Joint Venture (JV) If JV, provide details of all members and attach the Joint Bidding Agreement.
Bidder's Name:	
Bidder's legal entity status:	Firm / LLP / Pvt. Ltd. Company / Ltd. Company
Bidder's year of incorporation / registration:	
Bidder's complete registered address:	
Bidder's PAN:	
Bidder's GSTIN:	
Information regarding bidder's authorized representative:	Name: Designation: Address: Email:
Name(s) of promoter(s) and members of the board of directors.	
Bidder's bank account details:	Account Name: Bank Name: Branch Name: IFSC Code:

4. Bidder's Qualification Information

In case of a Consortium/Joint Venture, the qualification criteria may be fulfilled collectively as per Section 4.3. Please indicate which member is fulfilling each criterion and attach supporting documents accordingly.

SN	Criterion	Documents to be submitted	Documents submitted		Page No.
			Lead Member	JV / Consortium Member	
1	Bidder must be a valid legal entity registered with appropriate government authority in the form of a firm / company /LLP and must be in existence for at least 3 years (i.e. since FY 2022-23)	Registration / Incorporation certificate and Details of ownership, address, contact details including e- mail and telephone numbers.			
2	Bidder must be registered with GSTN and must possess a valid PAN.	Copies of GSTIN and PAN.			
3	<p>Bidder must have an average annual turnover of at least Rs. 100 Lakhs during past 5 financial years (FY 2021-22 to 25-26) from services of similar nature.</p> <p>Services of a similar nature shall include, but are not limited to, all types of cleaning and housekeeping services. In the event that a bidder does not possess the requisite experience independently, the bidder may participate in the bidding process by forming a Consortium or Joint Venture (JV), provided that at least one member of the Consortium/JV meets the specified experience criteria.</p> <p>In such cases, the bidder shall submit documentary evidence of the relevant experience of the Consortium/JV partner, along with an undertaking in the format prescribed in</p>	<p>Audited financial statements for the past 5 financial years. Provisional financial statement certified by the CA shall be acceptable only for FY2025-26 and CA certificate clearly specifying the volume of turnover from services of similar nature with UDIN number mentioned in it.</p>			

SN	Criterion	Documents to be submitted	Documents submitted		Page No.
			Lead Member	JV / Consortium Member	
	Appendix-A to the Special Conditions of Contract (SCC).				
4	<p>Bidder must have experience of at least 2 completed contracts, each amounting to not less than Rs. 25 Lakh, with similar scope of work for any government/ PSU/Private Firm during past 5 financial years (FY 2021-22 to 25-26) from services of similar nature.</p> <p>Ongoing contracts where at least 70% of the contract has been completed (in terms of either scope of work or payments) shall also be considered in lieu of completed assignments.</p> <p>Services of a similar nature shall include, but are not limited to, all types of cleaning and housekeeping services. In the event that a bidder does not possess the requisite experience independently, the bidder may participate in the bidding process by forming a Consortium or Joint Venture (JV), provided that at least</p>	<p>3. Completion certificate clearly mentioning the scope of work, contract value and client name.</p> <p>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.</p>			

SN	Criterion	Documents to be submitted	Documents submitted		Page No.
			Lead Member	JV / Consortium Member	
	<p>one member of the Consortium/JV meets the specified experience criteria.</p> <p>In such cases, the bidder shall submit documentary evidence of the relevant experience of the Consortium/JV partner, along with an undertaking in the format prescribed in Appendix-A to the Special Conditions of Contract (SCC).</p>				
5	<p>Bidder should have a positive net worth during each of the past three (03) Financial year upto 2024-25/ 2025-26.</p>	<p>CA certificate clearly stating that the bidder has positive net worth during each of the past 3 FYs.</p>			
6	<p>Bidder should deploy a Contract Manager with at least 12th passing certificate and at least five (5) years of experience.</p>	<p>Profile of the proposed contract manager clearly describing the educational qualifications and experience.</p>			
7	<p>Bidder must indemnify the employer (SEEPZ SEZ Authority) against any legal implications arising due to the service provider's non-compliance to statutory provisions pertaining to the services outlined in the scope of work.</p>	<p>Affidavit of Indemnity (Indemnity Bond) on a Rs.500 stamp paper comprising the following text: "We hereby agree to undertake that we shall, at all times, indemnify and keep indemnified the Employer i.e. SEEPZ SEZ Authority against all claims/ damages for any violation of any statutory</p>			

SN	Criterion	Documents to be submitted	Documents submitted		Page No.
			Lead Member	JV / Consortium Member	
		<p>/ licensing requirements / Pollution control norms while providing our services under the Contract.</p> <p>We shall indemnify the Client in full for any failure in performance on account of default or non-fulfillment of our obligations. We understand that, in such case, all the costs and expenses incurred by the employer are recoverable from us.”</p>			

Section 7 – General Conditions of Contract (GCC)

1. General Provisions	
1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">a) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer;b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, as named in SCC;c) “Accepted Rates: The Accepted Rate for the purpose of this Contract shall be the final rate discovered through the e-auction process, which shall be binding on the Service Provider for the entire contract period.”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	<p>The Contract shall be interpreted in accordance with the laws of the Union of India.</p>

1.3 Language	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC . The term “in writing” means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice’s effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.
1.5 Location	The Services shall be performed at the client’s location as specified in the SCC .
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC .
1.7 Taxes and Duties	The Service Provider and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Accepted Rates.
1.8 Code of Integrity	The Employer, the Service Provider and their representatives shall strictly adhere to the code of integrity as stipulated under GFR 175.
2. Commencement, Completion, Modification, and Termination of Contract	
2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC .
2.2 Commencement of Services	
2.2.1 Program 2.2.2 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 .

<p>2.3 Intended Completion Date</p>	<p>Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub- Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.</p>
<p>2.4 Modification</p>	<p>Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Accepted Rates, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p>
<p>2.5 Force Majeure</p>	
<p>2.5.1 Definition</p> <p>2.5.2 No Breach of Contract</p> <p>2.5.3 Extension of Time</p>	<p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p>
<p>2.6 Termination</p>	

<p>2.6.1 By the Employer</p>	<p>The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:</p> <ul style="list-style-type: none"> a. if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing; b. if the Service Provider become insolvent or bankrupt; c. if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or d. if the Service Provider, in the judgment of the Employer has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.
<p>2.6.2 By the Service Provider</p>	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:</p> <ul style="list-style-type: none"> a. if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not 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 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>2.6.2 Termination of contract due to other unforeseen conditions</p>	<p>1. Termination for Performance Default</p> <p>The Contract may be terminated if the Service Provider fails to perform its obligations, including but not limited to:</p> <ul style="list-style-type: none"> a. Non-adherence to the approved cleaning schedules or minimum cleaning frequency; b. Repeated delay in sludge removal beyond the stipulated timelines; c. Poor or unsatisfactory performance despite written warnings; d. Accumulation of penalties exceeding 10% of the Quarterly Advance Deposit in any quarter or 10% of the total contract value cumulatively, as defined in Section-5; e. Suspension or abandonment of services without prior written approval. <p>2. Termination for Financial Default</p>

	<p>The Contract may be terminated if the Service Provider:</p> <ol style="list-style-type: none"> a. Fails to deposit the Quarterly Advance Deposit or additional advance deposits within the prescribed time; b. Fails to furnish, maintain, or renew the Performance Security; c. Causes financial loss to the Employer due to negligence, misappropriation, or unauthorized handling of sludge or by-products. <p>3. Termination for Statutory or Regulatory Non-Compliance</p> <p>The Contract may be terminated if the Service Provider:</p> <ol style="list-style-type: none"> a. Violates environmental laws, SEZ regulations, labour laws, or hazardous waste handling rules; b. Operates without valid licenses, permits, or statutory approvals; c. Causes any regulatory action, notice, or penalty against the Employer due to its acts or omissions. <p>4. Termination for Integrity Breach or Misconduct</p> <p>The Employer may terminate the Contract if the Service Provider:</p> <ol style="list-style-type: none"> a. Engages in corrupt, fraudulent, collusive, coercive, or obstructive practices as per GFR-175 or the Integrity Pact; b. Submits forged, false, or misleading documents at any stage; c. Breaches confidentiality or misuses Employer’s assets or information. <p>5. Termination due to Insolvency or Legal Events: The Contract may be terminated if the Service Provider becomes insolvent, bankrupt, enters liquidation, receivership, or if its assets are attached in a manner that materially affects contract performance.</p> <p>6. Termination for Prolonged Force Majeure: Either Party may terminate the Contract by giving thirty (30) days’ written notice if a Force Majeure event continues beyond sixty (60) days and substantially prevents performance of the Contract.</p> <p>7. Termination for Convenience by the Employer: The Employer may terminate the Contract without assigning any reason, by giving thirty (30) days’ written notice, and no</p>
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claim for loss of profit or anticipated benefits shall be admissible.

8. **Immediate Termination in Emergency Situations** : Notwithstanding anything contained herein, the Employer may terminate the Contract **with immediate effect and without notice** in cases of serious environmental risk, public health hazards, grave safety violations, unauthorized disposal of hazardous waste, or criminal misconduct.

9. **Consequences upon Termination:**

a. Upon termination of this Agreement for any reason whatsoever, the Service Provider shall continue to provide services; however, the scope of such services shall be strictly limited to **cleaning of the gutter/ Sewerage lines**. Under no circumstances shall any **material, debris, waste, or other items** be removed from or taken out of the premises by the Service Provider without the prior written consent of the Authority;

b. The Employer shall have the right to encash the Performance Security and adjust or forfeit Advance Deposits;

c. The Employer may engage alternate agencies at the **risk and cost** of the Service Provider.

10. **Survival of Rights and Obligations:** Termination shall not affect accrued rights, penalties, recoveries, indemnities, confidentiality obligations, integrity provisions, or statutory liabilities arising prior to termination.

11. **Dispute Resolution Post-Termination:** Any dispute arising out of or relating to termination shall be resolved in accordance with the dispute resolution and arbitration provisions of the Contract.

12. Notwithstanding anything contained in this Clause or elsewhere in the RFP, it is clarified that the requirement of any prior notice or cure period under Clause 2.6 shall not be applicable in cases where the Bidder / Contractor is found to have submitted forged, fabricated, false, misleading or non-authenticated documents or information for the purpose of establishing eligibility or qualification in the tender. Such submission shall be treated as a fundamental and material breach vitiating the tender process ab initio, and the Authority shall be entitled to terminate the

	<p>contract forthwith, forfeit Performance Security and other securities, and initiate debarment / blacklisting proceedings, without any further notice.</p>
<p>2.6.4 : Award of Contract upon Termination of H1 Bidder</p>	<p>In the event of termination of the Contract awarded to the H1 bidder for any reason whatsoever, the Employer may, at its discretion, offer the Contract to the next eligible bidder (H2) without inviting fresh bids, subject to the bidder’s written consent to match the e-auction rates, terms, and conditions of the H1 bidder. If the H2 bidder declines, fails to respond within the stipulated time, or is unwilling to match the H1 price, the Employer may similarly approach the H3 bidder and thereafter other eligible bidders in order of ranking. Such offer shall not confer any automatic right on any bidder, and the Employer’s decision shall be final and binding. In case none of the remaining bidders agree to match the H1 price and conditions, the Employer reserves the right to initiate a fresh tender or adopt any other permissible procurement method, without any liability.</p>
<p>3. Obligations of the Service Provider</p>	
<p>3.1 General</p>	<p>The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer’s legitimate interests in any dealings with Subcontractors or third parties.</p>
<p>3.2 Conflict of Interests</p>	<p>3.2.1 The Service Provider shall hold the Employer’s interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>3.2.2 The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p>

<p>3.3 Confidentiality</p>	<p>The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer’s business or operations without the prior written consent of the Employer.</p>
<p>3.4 Insurance to be Taken Out by the Service Provider</p>	<p>The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors’, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer’s request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
<p>3.5 Service Provider’s Actions Requiring Employer’s Prior Approval</p>	<p>The Service Provider shall obtain the Employer’s prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> a. entering into a subcontract for the performance of any part of the Services, b. changing the Program of activities; and c. any other action that may be specified in the SCC.
<p>3.6 Reporting Obligations</p>	<p>The Service Provider shall submit to the Employer the reports (<i>Monthly Reports with Before and After photos</i>) and documents as specified in the SCC.</p>
<p>3.7 Documents Prepared by the Service Provider to Be the Property of the Employer</p>	<p>All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub- Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.</p>
<p>3.8 Liquidated Damages</p>	

<p>3.8.1 Payments of Liquidated Damages</p>	<p>The Service Provider shall pay liquidated damages to the Employer at the rate per 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.</p>
<p>3.8.2 Lack of performance penalty</p>	<p>If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as specified in the SCC.</p>
<p>3.9 Performance Security</p>	<p>The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.</p>
<p>3.10 Adherence to laws, regulations and statutory requirements</p>	<p>The Service Provider shall carry out all its services in accordance with all the applicable laws, regulations, environmental guidelines and statutory requirements that are legally in force. Additionally, the Service Provider shall comply with the statutes enlisted in the SCC.</p>
<p>4. Service Provider’s Personnel</p>	
<p>4.1 Description of Personnel</p>	<p>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.</p>

<p>4.2 Removal and/or Replacement of Personnel</p>	<p>4.2.1 Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>4.2.2 If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>4.2.3 The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
<p>5. Obligations of the Employer</p>	
<p>5.1 Assistance and Exemptions</p>	<p>The Employer shall use its best efforts to provide the No exemption shall be permitted for Bid Security (EMD), minimum turnover, prior experience requirements, etc. All bidders must comply with these criteria mandatorily, failing which the bid shall be rejected.</p>
<p>5.2 Change in the Applicable Law</p>	<p>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.</p>
<p>6. Payments</p>	
<p>6.1 Accepted Rates</p>	<p>The Accepted Rate for the purpose of this Contract shall be the final rate discovered through the e-auction process, which shall be binding on the Service Provider for the entire contract period.</p>
<p>6.2 Terms and Conditions of Payment</p>	<p>Payments shall be made by the Service Provider according to the payment schedule stated in the SCC.</p>

6.3 Accounting for defects	The principle and modalities of Inspection of the Services by the Employer shall be as indicated in the activity schedule. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. In case the Service Provider fails to rectify the defects, lack of performance penalty as specified under sub-clause 3.8.2 shall be applicable.
7. Settlement of Disputes	
7.1 Amicable Settlement	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
7.2 Dispute Settlement	Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication / arbitration in accordance with the provisions specified in the SCC .
8. Extension of the duration of contract	
	This contract may be extended, prior to its expiry, for a mutually agreeable period not exceeding 6 months, provided that a fresh procurement activity is initiated before the expiry of the original contract.

Section 8 – Special Conditions of Contract (SCC)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	The contract name is “Engagement of Contractor for Removal and Disposal of Sludge from Open & Closed Gutters, Sewerage/Drainage lines, Sewage Treatment Plant (STP) and Septic tanks in SEEPZ-SEZ premises & Residential Staff Quarters”
1.1(d)	The Employer is <i>SEEPZ SEZ Authority, Andheri, Mumbai</i>
1.1(h)	The Service Provider is ____ (type of entity) _____
1.4	<p>The addresses are: Employer : SEEPZ SEZ Authority, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai 400096 Attention : Deputy Development Commissioner, SEEPZ SEZ Authority E-mail: ddcseepz-mah@nic.in</p> <p>Service Provider : Attention : Facsimile : E-mail: _</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: <i>Shri Hanish Rathi, Assistant Development Commissioner</i> For the Service Provider: <i>[name, title]</i> _____</p>
2.1	No change to the GCC clause
2.2.2	The Starting Date for the commencement of Services is seven (7) days after contract signing.
2.3	The Intended Completion Date is _____.
3.2.2	The Client reserves the right to determine on a case-by-case basis whether the service should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 3.2
3.4	<p>The risks and coverage by insurance shall be:</p> <p>(i). Third Party motor vehicle – at least 100% of the market value of rented vehicles, if any. (ii). Third Party liability – as stipulated by relevant government law Employer’s liability and workers’ compensation – as stipulated in the employees’ compensation act.</p>
3.5 c.	The Service Provider shall follow the protocol stipulated in the activity schedule regarding entering-exiting Employer’s premises and for weighting and carrying the sludge and other wastes.
3.7	There are no specific restrictions.
3.8.1	The rate of liquidated damages leviable is Rs.0.50 per kg per week (calculated as deficit between the proposed and actual quantities to be removed)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	The total amount of liquidated damages shall not exceed Rs. 2.0 per kg beyond which the Employer may exercise its right to terminate the contract.
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	The Service Provider is also required to adhere to the following regulations: Contractor's Labour Regulations – Attached as Appendix C 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	The accepted rates is:
6.2	<ol style="list-style-type: none"> 1. The Service Provider shall submit an advance deposit of Rs.10 lakh before signing the contract agreement. The Employer shall deduct amounts corresponding to the weight of sludge and other waste removed multiplied by the accepted rate plus liquidated damages and lack of performance penalties, if applicable. 3. The Employer shall intimate the Service Provider once 80% of the advance deposit has been depleted, seeking additional advance deposit of Rs. 10 Lakh. 4. The Service Provider shall submit the additional advance deposit within 14 days of such intimation before removing additional sludge and other wastes equivalent to Rs. 1 Lakh, whichever is earlier. <p>Procedure described under above steps shall be repeated till the completion of the contract.</p>
7.2	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.
<p>Additional Clauses</p> <p>It is the sole responsibility of the successful bidder who'll be the service provider</p> <ol style="list-style-type: none"> (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. (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. (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). 	

1. Appendix A – UNDERTAKING BY CONSORTIUM/ JV PARTNER (To be printed on the Letterhead of Consortium/ JV Partner)

We, M/s. [**Name of Consortium/JV Member**], hereby undertake that we shall abide by all the terms and conditions of the Bid Document as well as the Contract Agreement to be executed upon award of the contract between the SEEPZ SEZ Authority (the Procuring Entity) and the Participant Bidder.

We further confirm that all instructions and obligations necessary to fulfil the Contract Activity Schedule shall be binding upon us in our capacity as a Member of the Consortium / Joint Venture (JV), with the Lead Member being M/s. [**Name of Lead Member**].

This undertaking is submitted in accordance with the requirements set forth in the Bid Document.

For and on behalf of the Consortium / JV Member

(Signature)

Name: [Authorized Representative's Name]

Designation:

Name of the Consortium / JV Member:

(Seal/ Stamp)

For and on behalf of the Participant Bidder (Lead Member)

(Signature)

Name: [Authorized Representative's Name]

Designation:

Name of the Participant Bidder (Lead Member):

(Seal/ Stamp)

2. Appendix B: PREMISE MAPS

TO BE PROVIDED TO THE SUCCESSFUL BIDDER

3. Appendix C - 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 _____ 2026.

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 intends to Engage a Contractor for Removal and Disposal of Sludge from Open & Closed Gutters, Sewerage/Drainage Lines, Sewage Treatment Plant (STP), and Septic Tanks in SEEPZ-SEZ Premises & Residential Staff Quarters, Mumbai under laid down organizational procedure. And Whereas the Authority values full compliance with all applicable laws, rules, and regulations governing such services, and upholds the principles of 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 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 Award of Contract 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: ./_____/2026

4. Appendix D- UNDERTAKING-Compliance

{On Bidder's Letterhead}

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: _____

5. Appendix E- UNDERTAKING-Correct documentation

{On Bidder's Letterhead}

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

Subject: Self-Declaration Regarding True and Correct Documents Submitted with the Bid.

Respected Sir,

I/We, **[Name of the Bidder / Authorized Signatory]**, on behalf of **[Name of the Firm/Company]**, having its registered office at **[Address]**, hereby solemnly affirm and undertake as under:

1. That all the documents, certificates, statements, information, and testimonials submitted by us in support of the bid are **true, correct, authentic, and genuine** to the best of our knowledge and belief.
2. That no material information has been concealed or misrepresented, and no false, fabricated, or misleading document has been submitted by us at any stage of the bidding process.
3. That we understand and accept that in the event any information or document submitted by us is found to be **false, misleading, forged, or incorrect**, the **Bid/Contract is liable to be rejected or terminated**, at any stage, without any notice.
4. That we shall be **fully responsible** for any misrepresentation, suppression of facts, or submission of incorrect information, and we agree to bear all consequences arising therefrom, including but not limited to:
 - a. Forfeiture of Earnest Money Deposit (EMD) / Performance Security
 - b. Blacklisting / Debarment from future tenders
 - c. Recovery of losses or damages
 - d. Initiation of legal and/or penal action as per applicable laws
5. That this undertaking is given knowingly, voluntarily, and without any coercion, and shall be binding upon us.

We hereby confirm our acceptance of the above terms.

Place:

Date:

Authorized Signatory

Name: _____

Designation: _____

Company Name: _____

Signature & Seal: _____

Section 9 – Contract Forms

1. Letter of Acceptance

{On Employer’s Letterhead}

Date:

To

[Name of the Bidder]

[Address of the Bidder]

[City, State, PIN Code]

[Contact Details of the 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 “*Engagement of Contractor for Removal and Disposal of Sludge from Open & Closed Gutters, Sewerage/Drainage lines, Sewage Treatment Plant (STP) and Septic tanks in SEEPZ-SEZ premises & Residential Staff Quarters*” against Bid Invitation Ref. No. *[insert Bid Ref. No.]* is hereby accepted by the SEEPZ SEZ Authority for the Accepted Rates of Rs. *[insert amount in numbers and words]*, as evaluated in accordance with the Instructions to Bidders.

[In case the successful bidder is a Consortium/Joint Venture, all members shall be jointly and severally responsible for the execution of the contract in accordance with the terms and conditions of the RFP and the Contract Agreement. The Lead Member, as designated in the Joint Bidding Agreement, shall act on behalf of all members.]

You are requested to furnish the Performance Security amounting to Rs. 10 Lakh in the form of a bank guarantee or a fixed deposit in favour of Pay & Accounts Officer, SEEPZ SEZ Authority within 28 days. In case the bidder chooses to submit a bank guarantee, the format for Performance Bank Guarantee given below shall be used.

Authorized Signature:

Name and Designation of Signatory:

Name of Employer:

2. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the “Employer”) and, on the other hand, [name of Service Provider (*a Single Entity or a Consortium/JV*)] (hereinafter called the “Service Provider”).

WHEREAS

- a. the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- b. the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract with an offer to pay for the sludge and other wastes at the rate of [insert accepted rate] per kg;

NOW THEREFORE the parties hereto hereby agree as follows:

4. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a. the Letter of Acceptance;
 - b. the Service Provider’s Bid
 - c. the Special Conditions of Contract;
 - d. the General Conditions of Contract;
 - e. The following Appendices:
 - Appendix A: Undertaking from Sub-Contractor
 - Appendix B: Premise Maps
5. 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) *[In case of a Consortium/Joint Venture, all members shall be jointly and severally liable for the performance of the contract. The Lead Member shall be authorized to act on behalf of the JV and shall be responsible for all communications and obligations under the contract.]*
 - c) the Service Provider shall make payments to the Employer in accordance with the provisions of the Contract.

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

For and on behalf of [name of Employer]

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]

3. Performance Bank Guarantee Format

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

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

Date: [Insert date of issue]

Performance Guarantee No.: [Insert guarantee reference number]

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of Rs. 30 Lakh only (Rupees Thirty Lakh only), such sum being payable upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the [insert date], 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]