



Basic Details

Organisation Chain	Santacruz Electronics Export Processing Zone Special Economic Zone Mumbai		
Tender Reference Number	IT-G/C/2/2024-IT/COMP		
Tender ID	2026_SEEPZ_925391_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Item Rate
Tender Category	Services	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
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	Fee/PreQual/Technical	.pdf	Technical Document
2	Finance	.xls	BoQ

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 ₹	10,00,000	EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	SEEPZ SEZ Authority Fund	EMD Payable At	SEEPZ SEZ Mumbai

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Work /Item(s)

Title	Engagement of Contractor for Waste Management for SEEPZ SEZ				
Work Description	Engagement of Contractor for Waste Management for SEEPZ SEZ				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	80,00,000	Product Category	Miscellaneous Services	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work(Days)	NA
Location	SEEPZ SEZ	Pincode	400096	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	Online
Should Allow NDA Tender	No	Allow Preferential Bidder	No		
Tenderer Class	As per Tender Document				

Critical Dates

Publish Date	15-Sep-2026 06:55 PM	Bid Opening Date	29-Sep-2026 06:35 PM
Document Download / Sale Start Date	15-Sep-2026 06:55 PM	Document Download / Sale End Date	28-Sep-2026 06:30 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	21-Sep-2026 09:00 AM	Bid Submission End Date	28-Sep-2026 06:30 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	NIT	215.35	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	Draft_Waste_Disposal_Final.pdf	Technical Documents	2514.65
	2	BOQ	BOQ_972448.xls	Financial Template	310.00

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	jagdish.gaur@gov.in	Jagdish Gaur	JAGDISH PRASAD GAUR
2.	hanishr.g171701@gov.in	Hanish Rathi	HANISH RATHI
3.	janesh.tripathi@gov.in	Janesh Tripathi	Janesh Tripathi
4.	divyanshi.goyal@gov.in	Divyanshi Goyal	Divyanshi Goyal

GeMARPTS Details

GeMARPTS ID	A9298JAFUATR
Description	Engagement of Contractor for Waste Management for SEEPZ SEZ
Report Initiated On	08-Sep-2026
Valid Until	08-Oct-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	Technical Bid Opening
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	H	Form Based BoQ	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-East

Tender Creator Details

Created By	Janesh Tripathi
Designation	Lower Division Clerk
Created Date	08-Sep-2026 05:32 PM



SEEPZ SEZ AUTHORITY

OPEN COMPETITIVE BIDDING

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

Bidding Documents for Engagement of Contractor for Waste Management for SEEPZ – SEZ

Tender Ref. No.: IT-G/C/2/2024-IT/COMP

Date of Issue: 15/09/2026

**ISSUING AUTHORITY:
Assistant Development Commissioner & Estate Manager, SEEPZ- SEZ, Mumbai**

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

E-Mail: ddcseepz-mah@nic.in

Helpline No.: 022-28294757

Landlines: 022-28294757/72

(From 10:00 A.M. to 6:00 P.M.)

Key information at a glance

SN	Item	Description
1	Tender Ref. No.	IT-G/C/2/2024-IT/COMP
2	Tender Title	Engagement of Contractor for Waste Management for SEEPZ – SEZ.
3	Cost of Bidding Documents	Bidding documents can be downloaded at Rs 1000/- from the following websites: https://eprocure.gov.in/epublish/app http://seepz.gov.in/tender.aspx
4	Date of Tender Publishing	15/09/2026
5	Last date and time for Submission of Bids (Technical + Financial Bids)	28/09/2026
6	Date of opening of Technical Bids	29/09/2026
7A	Tentative date for publication of technical results	TBD
7B	Tentative date for opening of Financial evaluation results	TBD
8	Expected date of Award of Contract	After uploading Financial Evaluation Result.
9	Bid security/ Earnest Money Deposit (EMD)	Bid Security (EMD) amounting to Rs. 10,00,000/- shall be paid along with Technical Bid. 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
10	Performance security	The amount of performance security to be submitted by successful bidder, in the form of a bank guarantee or a fixed deposit in favor of SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY is Rs. 10 Lakh.

		In addition to the Performance Security, there shall be an advance deposit amounting to Rs. 10 Lakh to be deposited by the successful bidder before award of contract.
11	Acceptance of Work Order	Within 03 working days of communication
12	Tender Contact / Helpline Details	<u>Primary Tender Custodian (PTC):</u> Shri Soodershan Shinnde, ADC eProcurement Contact: 022-28294751/9823422899, Email-soodershan.shindde@gov.in <u>Roles of PTC:</u> 1. All preliminary queries/ telephone queries can be addressed to PTC. 2. PTC maintains a dedicated call log / 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 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 issue of corrigendum's / clarifications. Overall Supervision of all aspects related to the tender process.
13	Link for accessing training schedule regarding use of e-procurementportal by bidders may be found at:	https://eprocure.gov.in/cppp/trainingdisp
14	Authority to be contacted in case of any clarification / request for entry permission for physical visit	Name: - Soodershan Shinnde Designation:- Asst Development Commissioner Email:- seepz.pmu@gov.in soodershan.shindde@gov.in Contact:- 022-28294751/ 9823422899

15	Help Desk No. (For E-Procurement)	eProcurement Helpdesk no's (New Delhi) 0120-4200462, 0120-4001002, 0120-4001005
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Table of Contents

Contents

Section 1-Notice Inviting Bids (NIB)	7
Section 2 - Instructions to Bidders (ITB)	9
A. General	9
B. Bidding Documents	11
C. Preparation of Bids	12
D. Submission and Opening of Bids	13
E. Evaluation and Comparison of Bids	14
F. Award of Contract	18
Section 3 – Bid Data Sheet (BDS)	21
Annexure I – Form of Bid Security Declaration	24
Annexure II - Instructions for Online Bid Submission	25
Section 4 – Evaluation and Qualification Criteria	29
A. Technical Evaluation Process	29
B. Financial Evaluation Process	30
Section 5 – Activity Schedule	31
Section 6 – Bidding Forms	38
1. Letter of Bid	39
2. Checklist of documents comprising bid	41
3. Bidder Information Form	42
4. Bidder’s Qualification Information	43
5. Undertaking of Tender Participation of Truthfulness	46
6. Near Relationship Certificate	47
Section 7 – General Conditions of Contract (GCC)	48
Section 8 – Special Conditions of Contract (SCC)	58
APPENDIX A – Undertaking for Responsibility of Labour & Other Applicable Laws/Rules/Norms	61
APPENDIX B – Affidavit of Indemnity (Indemnity Bond)	62
APPENDIX C - Undertaking for Compliance with Laws and Regulations as per RFP requirements	63
Section 9 – Contract Forms	64
1. Letter of Acceptance	64
2. Form of Contract	65

3.	Performance Bank Guarantee Format	67
4.	Proforma of Integrity Pact.....	68
Annexures		73
1.	Master Plan & Sector plans	73

Section 1-Notice Inviting Bids (NIB)

Bid Reference No: IT-G/C/2/2024-IT/COMP

Date: 15/09/2026

Tender Title: Engagement of Contractor for Waste Management for SEEPZ-SEZ

1. The SEEPZ SEZ authority invites online bid for eligible bidders for “Waste Management for SEEPZ-SEZ” for a period of 01 year and extendable to further 01 year.
2. More details pertaining to the scope of work and procedure to be followed may be under the Activity Schedule (Section V)
3. The process of Open Competitive Bidding shall be followed for selection of suitable contractor. The bidding process shall be conducted in an online mode on the Central Public Procurement Portal (CPPP) which is publicly accessible using the following web address: <https://eprocure.gov.in/eprocure/app>. Bidders can download the bidding documents at Rs. 1000/- from this portal.
4. Interested bidders must register on e-procurement portal and upload their technical and financial bids separately within the stipulated time and date i.e. 28/09/2026. All bids must be accompanied by Bid Security (EMD)/ valid Bid Security Declaration as per the format given under Section 3 - Annexure I.
5. Detailed instructions regarding online submission of bids may be seen Section 3 - Annexure II. In case of any issues or queries related to the e-procurement portal, kindly send an email request to ddcseepz-mah@nic.in or contact on 022-28294770. Bidders are requested to check the system requirements for using the e-procurement portal and uploading bids adequately in advance to avoid issues from cropping up at the last minute.
6. The bidder is solely responsible for uploading of bids on the e-procurement portal. SEEPZ SEZ Authority shall not be liable for resolving any queries / issues raised on or after the day of bid submission.
7. Technical bids shall be opened online on 29/09/2026. Bidders can see the tender opening status by logging on to e-procurement portal using their registered IDs.
8. Financial bids of only technically qualified bidders shall be opened one day after uploading Technical Evaluation results on CPP Portal.
9. Tender Evaluation Committee reserves the right to accept or reject any or all of the bids at any time during the bidding process before awarding the contract.

10. Contract will be awarded to next Highest evaluated bidder and the ‘Risk & Cost’ will be recovered from the non-compliant Bidder, if the successful H1 bidder does not-

- a) accept the Letter of Acceptance, or
- b) deposit Performance Security (Bank Guarantee), or
- c) sign the Contract Agreement

within the stipulated time as mentioned in LOA.

-Sd/-

Assistant 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 (hereinafter referred as the ‘Procuring Entity’) for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- b) The ‘Procuring Entity’ named in the Bid Data Sheet will select an eligible Service Provider (Vendor), in accordance with the method of selection specified in the Bid Data Sheet (hereinafter referred as ‘BDS’).
- c) 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.
- d) The successful Bidder will be expected to complete the performance of Services by the Intended Completion Date for regular daily / monthly basis removal/disposal as provided in the Bid Data Sheet and communicated in the services contract.

2. Language of Bids

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

3. Code of Integrity

- a) The Procuring Entity and all officers or employees of the Authority, whether involved in the procurement process or otherwise, or Bidders and their representatives or Consultants or Service Providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity in accordance with the code of integrity prescribed under GFR 175.
- b) In case of breach of the code of integrity by a Bidder or a prospective Bidder, the SEEPZ

Authority, after giving a reasonable opportunity of being heard, may take appropriate measures including –

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

4. Eligibility

- a) This invitation to tender is open to all bidders eligible as described in the instructions to bidders. SEEPZ employees, Committee members, Board members and their relatives (Spouse or Children) are not eligible to participate in the tender. Bidders involved in corrupt and fraudulent practices or debarred from participating in Public Procurement by any state government or any procuring entity of the central government shall not be eligible.
- b) The specific eligibility conditions shall be as prescribed under the Bid Data Sheet.
- c) Bidders shall submit a declaration regarding its eligibility vis-à-vis all the criteria mentioned under the instructions to bidders and the bid data sheet.

5. Qualifications

Bidders should substantially meet the qualification criteria as stipulated in the ‘Section 4 - Evaluation and Qualification Criteria’. Bidders should fill and submit the Forms provided in ‘Section 6 - Bidding Forms’ to provide relevant information and documents in support of fulfillment of Bidder’s qualification as part of its technical bid.

6. E-Tendering Online Bid Submission Process

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

B. Bidding Documents

7. Contents of Bidding Documents

- a) The Bidding Documents include the following Sections, which should be read in conjunction with any amendment issued in accordance with ITB.
- Section 1 Notice Inviting Bids (NIB)
 - Section 2 Instructions to Bidders (ITB)
 - Section 3 Bid Data Sheet
 - Section 4 Evaluation and Qualification Criteria
 - Section 5 Activity Schedule
 - Section 6 Bidding Forms
 - Section 7 General Conditions of Contract (GCC)
 - Section 8 Special Conditions of Contract (SCC)
 - Section 9 Contract Forms
 - Financial Bid Template in MS Excel format
- 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, 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. Amendments to Bidding Documents

- a) At any time prior to the deadline for submission of bids, the SEEPZ SEZ authority may, for any reason deemed fit by it, amend or modify the Bidding Documents by issuing Amendment(s)/corrigendum.
- b) Such Amendment(s)/corrigendum will be published on SEEPZ SEZ authority’s website or on the e-procurement portal and the same shall be binding on all prospective Bidders.
- c) In order to give reasonable time to prospective Bidders to take necessary action in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids and other allied time frames which may be linked with that deadline.
- d) Any Bidder who has downloaded the Bidding Documents should check the Amendment(s), if any, issued on the SEEPZ SEZ authority website and on the e- procurement portal.

C. Preparation of Bids

10. Documents Comprising Bid

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

11. Financial Quote

The Bidder shall use the financial proposal template uploaded along with this RfP for preparation of their financial proposal. The Bidder shall make its financial offer in INR only net of GST and all other taxes and duties payable on the services if the contract is awarded, as specified in the BDS.

12. 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.

13. Bid Security (EMD)

The Bidder shall furnish Bid Security (EMD) along with Technical bid as specified in BDS.

In case of MSE bidder, a bid security declaration duly signed on the letter head as specified in the BDS as part of its bid shall be furnished. Any bid not accompanied by a Bid Security (EMD)/ Bid Security declaration in the required format shall be rejected by the Procuring Entity as non-responsive.

14. 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

15. Sealing, Marking and Submission of Bids

- a) Bidders shall upload their technical and financial bids in separate folders provided on the CPPP portal i.e. <https://eprocure.gov.in/eprocure/app> Any indication of price offering in the technical bid shall lead to disqualification of the bidder. No Offline tenders shall be accepted under any circumstances.
- b) The procedure for online submission of bids shall be in accordance with the instructions given under Annexure I.

16. Deadline for Submission of Bids

- a) Bids must be received by the Procuring Entity online on the e-procurement portal no later than the date and time specified in the BDS.
- b) The date of submission and opening of bids shall not be extended except when:
 - sufficient number of bids have not been received within the given time and the Procuring Entity is of the opinion that further bids are likely to be submitted if time is extended; or
- 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.

17. Late Bids

The e-procurement portal does not permit late submission of bids and physical submission of bids shall not be accepted by the Procuring Entity in any circumstances.

18. Opening of Bids

- a) The technical bids shall be opened online on the date and time stipulated in the BDS.
- b) 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 1 days’ advance notice on the e-procurement portal.
- c) The financial bids of only technically qualified bidders shall be opened.

E. Evaluation and Comparison of Bids

19. 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.

20. Preliminary Examination of Bids

- a) The Bid Evaluation Committee constituted by the Procuring Entity shall conduct a preliminary scrutiny of the opened bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:
 - that the bid is complete and duly signed by authorized signatory;
 - that the bid is valid for the period, specified in the Bidding Documents;
 - that the bid is accompanied by Bid Security/ Bid Security declaration;
 - that the bid is unconditional and that the Bidder has agreed to give the required

- performance security; and
 - any other specific requirements put forth in the bidding documents.
- b) Bids failing to meet these preliminary requirements shall be treated as non-responsive and shall not be considered further for evaluation.

21. 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.

22. 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 Procuring Entity or the obligation of the Bidder under the proposed contract; or
 - iii) If rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids;
- d) The Bid Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission;

- e) The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;
- f) Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

23. 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.

24. Evaluation of Bids

- a) Technical evaluation of bids shall be carried out based on the criteria stipulated under ‘Section 4 – Evaluation and Qualification Criteria’. The evaluation committee shall not adopt any other criteria other than the ones already stipulated in the bidding documents.
- b) The evaluation of financial bid will include and take into account the customs duty. All other taxes and duties / GST applicable on the services shall be exclusive if the contract is awarded to the Bidder. SEEPZ SEZ Authority will not be liable to pay any amount towards GST and taxes. *(The service provider need not pay any additional amount to the SEEPZ-SEZ Authority towards Custom Duty).*
- c) The Procuring Entity’s evaluation of a bid may require the consideration of other factors, in addition to the bidder’s financial offer. These factors may be related to the characteristics, performance, and terms and conditions of purchase of Non- Consultancy Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, shall be specified in Section IV - Qualification and Evaluation Criteria.

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

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

F. Award of Contract

26. Award Criteria

- Subject to its bid being technically qualified, unconditional and complete, the bidder offering the **Highest Value** (As per column 8 of below table) shall be considered for award of contract.
- The bidder shall offer rates higher than the rates mentioned in the table given below –

Table 1 Estimation of Rates and Quantity of Waste

Sr. No.	Waste Item	Estimated Annual Quantity (kg)	Base Rate (Rs/kg)	Total Estimated Revenue (Rs)	Percentage weightage of Revenue from Waste Items - As per FY 2025-26	Item-wise Offered Rate (Rs/Kg)	Item wise Estimated Value (Rs)
1	2	3	4	5=3*4	6*	7	8=(6*7)
i.	Primary Metal	26,802	40.8	10,93,501.2	14%		
ii.	Non-Metal (LD/HD Plastic)	31,724	38.4	12,18,201.6	15%		
iii.	Paper	43,566	9.6	4,18,228.8	5%		
iv.	Cardboard/Carton	1,62,646	17.82	28,98,351.7	37%		
v.	Glass	0	18.012	-	0%		
vi.	Wood	1,90,878	3.6	6,87,159.0	9%		
vii.	Other Dry Waste*	1,18,157	13.2	15,59,665.8	20%		
viii.	Packing Material/ Thermocol /Wax Scrap	0	61.2	-	0%		
	Total	5,73,771	203	78,75,108.12	100%		

*Note: Bidder must take into consideration all the miscellaneous waste and make sure no waste is left behind of any kind. Failure to which penalty shall be imposed.

- Percentage weightage of the Waste has been indicated in column (6) of the above table as per previous Financial Year data (April 1st, 2025 to March 31st, 2026).

* Formula used:

$$\text{Item-wise Weightage (\%)} = \frac{\text{Revenue realised from the item during previous FY}}{\text{Total revenue realised during previous FY}} \times 100$$

- d) H1 bidder will be determined as per **Highest Value** in BOQ, which will be the sum of **“Item-wise Estimated Value”** (as given in Column 7 of the above table) x **“Weightage”** (as given in Column 6 of the above Table).

Determination of H1 Bidder:

Highest Value = Summation of (Item wise Estimated Value × Weightage of each Item)

Estimated Annual Quantity:	<i>As per Column 3 of above table</i>
Financial Quote:	Financial offer made by bidder as “rate per kg” in BOQ
Estimated Quarterly Quantity:	1/4 th of “Estimated Annual Quantity”
Quarterly Advance deposit:	Amount equal to the “Financial Quote” multiply by “Estimated Quarterly Quantity”
Minimum Contract Value	Total value for Estimated Annual Quantity as per quoted per kg rate.

- e) Successful bidder will have to pay at least **Estimated Quarterly Quantity** in case the quantity removed for the item is less than or equal to the **Estimated Quarterly Quantity** as mentioned in Column (3) above, however, in case the quantity removed for any of the item is more than the **Estimated Quarterly Quantity**, successful bidder will have to pay at the rate offered in Financial Bid for that/ those item(s).
- f) **The bidder quoting below or equal the mentioned rates above will be disqualified immediately.**

27. Notification of Award

- a) Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the accepted financial offer (Rate per Kg). The expected date of award of contract is as stipulated under BDS.
- b) Successful H1 bidder shall accept the Letter of Acceptance (LOA) within three (3) days of issuance.
- c) In the event of non-acceptance of Letter of acceptance within the stipulated time, bidder’s right to accept the bid shall be forfeited, and appropriate action, including blacklisting, shall be taken against the successful bidder for wasting this Procuring Entity's time and making false declarations. Also, the LOA shall be offered to next highest evaluated Bidder and ‘Risk & cost’ for differential amount shall be recovered from the non-compliant

bidder. However, the decision of the Procuring Entity shall be final and binding in this regard.

- d) Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

28. 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 as per bid security declaration. In that event the Procuring Entity may award the Contract to the next highest evaluated Bidder, whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
- c) The validity of the performance security shall be for a period of 90 days beyond the date of completion of all contractual obligations.

29. Other Statutory Requirements

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

30. Signing of Contract

Promptly after notification of Award, within fifteen (15) days of acceptance of the Letter of Acceptance, the successful Bidder shall sign, date, and submit it to the Procuring Entity.

Section 3 – Bid Data Sheet (BDS)

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

ITB Para Reference	Particulars
ITB 1 b)	The Procuring Entity is: SEEPZ SEZ Authority, Andheri (E), Mumbai 400096 The Method of Selection of Service Provider is Open Competitive Bidding.
ITB 4 b)	i) Bidder shall be a natural person, private entity, government-owned entity or, any combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India; ii) Bidder shall have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority; iii) Bidder shall not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; iv) Bidder shall not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; v) Bidder shall not be presently debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.
ITB 7 b)	The official website of SEEPZ SEZ Authority is: http://seepz.gov.in The e-procurement portal is: https://eprocure.gov.in/epublish/app
ITB 8 a)	The Procuring Entity’s address for seeking clarifications is: Office of the Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai – 400096 The email address is: soodershan.shindde@gov.in and ddcseepz-mah@nic.in

ITB 8 b)	The bidders may submit their requests for clarification no later than 3 days prior to deadline for submission of bids.
ITB 12	No deductions from the offered rate shall be permissible later on account of any taxes or other charges. 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.
ITB 13 a)	No change. Bids shall remain valid for a period of 180 days from the deadline of submission of bids.
ITB 14	Bid Security (EMD) amounting to Rs. 10,00,000/- shall be paid along with Technical Bid. 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 In case of MSE, Bid Security Declaration shall be submitted duly signed on the letterhead of the bidder, as per the format provided at Annexure I.
ITB 17	The deadline for submission of bids is 1700 Hrs (5.00 PM) on 28/09/2026.
ITB 19 a)	The technical bids shall be opened online on 29/09/2026.
ITB 27 b)	The bidder shall not offer rates lesser than or equal to the minimum rates mentioned in ITB 27 b)
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 favor of SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY is Rs. 10 Lakh. In addition to the Performance Security, there shall be an advance deposit amounting to Rs. 10 Lakh to be deposited by the successful bidder before award of contract.

ITB 28 a)	Notification of award of contract will be communicated in the form of “Letter of Acceptance” to the successful bidder after Financial Evaluation.
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Annexure I – Form of Bid Security Declaration

{Use Company Letterhead}

BID SECURITY DECLARATION

I/We, M/s ____ (Name of bidder) ____ am/are aware that I/We, being MSE, have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration.

I/We understand and accept that if I/We withdraw my/our bid within bid validity period or if awarded the tender and on being called upon to accept the “letter of acceptance” or on being called upon to submit the performance Guarantee/Performance Security, fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement, fail to sign the same within stipulated period mentioned in tender documents, I/We i.e., the bidder shall be banned/blacklisted from submission of bids in any Works/Service Tender issued by SEEPZ-SEZ for a period decided by the Procuring Entity and Procuring Entity reserves right to award the Contract to next highest evaluated bidder and recover the ‘Risk & cost’ for differential amount from us.

Authorized Signatory Sign and Stamp

Annexure II - Instructions for Online Bid Submission

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

1. REGISTRATION

- a) 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.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) 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.
- d) 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.
- e) 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.
- f) 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.

2. SEARCHING FOR TENDER DOCUMENTS

- a) 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.
- b) 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.
- c) 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.

3. PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) 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.
- c) 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.
- d) 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.

4. SUBMISSION OF BIDS

- a) 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.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) 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.

- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f) 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.
- g) 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.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) 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.
- j) 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.

5. ASSISTANCE TO BIDDERS

- a) 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.

- b) 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 Soodershan Shinnde at +91-9823422899 or 022-28294751 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 and ITB 27. No other factors, methods or criteria shall be used for the purpose of evaluation.

A. 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, 25 and 27.

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.	1. Any of the Following documents: a) Registration / Incorporation certificate b) Udyam Registration And, 2. Details of ownership, address, contact details including e- mail and telephone numbers.
2.	Bidder must be registered with GSTN and must possess a valid PAN.	Copies of GSTIN and PAN.
3.	Bidder must have an average annual turnover of at least Rs. 40 Lakh during past 3 financial years from services of similar nature. Services of similar nature include Handling of Waste/ Garbage.	Audited financial statements for the past 3 financial years. CA certificate clearly specifying the volume of turnover from services of similar nature.

4.	Bidder should have a positive net worth during each of the past 3 financial years.	CA certificate clearly stating that the bidder has positive net worth during each of the past 3 FYs.
5.	Bidder shall undertake all the responsibility for compliance all applicable Labour & Other applicable Laws/ Rules/ Norms for the Tender Services.	Undertaking in the format prescribed at Appendix -A
6.	Bidder must indemnify the Procuring Entity (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.	Affidavit of Indemnity (Indemnity Bond) on a Rs.500 stamp paper comprising the text specified in Appendix-B.
7.	Consent to Operate from MPCB (for Plastic, Thermocol and other applicable materials)	Consent to operate for Waste handling, transportation and disposal required to be produced by the bidder within 15 days of award of tender. Alternatively, they shall submit an undertaking that they will submit the consent to operate within 15 days of award of contract/LOA as specified in APPENDIX C

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.

B. Financial Evaluation Process

For the purpose of financial evaluation, the evaluation committee shall refer to the BoQs downloaded from the e-procurement portal. The committee shall consider H1 bidders identified in the comparison sheet to select a suitable bidder in accordance with the evaluation logic stipulated under ITB 25 and ITB 27.

Section 5 – Activity Schedule

A. Objective of the Assignment and Scope of Work

The objective of this contract is for Waste Management for the SEEPZ SEZ premises. The successful Bidder shall ensure the following:

- a) Proper registered vehicle for removal of waste / garbage from SEEPZ SEZ.
- b) Compliance to all environmental norms while removal of waste / garbage from SEEPZ SEZ and subsequently responsibility of disposing the waste / garbage as per environmental safety norms.
- c) Proper adherence to labour statutes and provision of safety and other necessary equipment to the labour/workforce engaged to remove the waste / garbage.

B. Service Scope

1. Lifting of Waste from Transfer Station ¹– Collection and lifting of accumulated waste from the designated transfer station within the campus.
2. Loading and Transportation – Loading the waste onto suitable vehicles and transporting it from the transfer station to authorized waste processing, recycling, treatment, or disposal facilities located outside the campus.

Transfer to Authorized Disposal/Processing Facilities – Ensuring the waste is delivered to government-approved or authorized recycling, treatment, recovery, or disposal facilities as applicable.

C. Scope of Work

1. Run maintain and Operate an effective infrastructure for segregation and removal of waste prohibiting littering of waste inside the SEEPZ zone.
2. Removal of all garbage and waste from notified garbage collection points and as and when instructed.
3. Lifting of waste coming from transfer points and its unloading at the earmarked site.

¹ Transfer station, Garbage collection area and Segregation area – all carry the same meaning, and have been alternatively used in this document.

4. For the Bidder’s information, Waste Collection Points & Periodicity are as follows -

Sr. No.	Sectors in SEEPZ premises	Brief Description of Waste Collection Point	Periodicity of collecting wastes
1.	Sector – 1	There are 3 points to collect the wastes in this sector as under: a) BFC Building Back Side b) SDF VI Lift Number – II c) SDF VI & VII Middle Point	From Monday to Saturday Between 7.00 hrs to 13.00 hrs & 14.00 hrs to 17.00 hrs (Except Sundays and Govt. Holidays)
2.	Sector – 2	There are 7 points to collect the wastes in this sector as under: a) G & J Complex – II b) G & J Complex – III c) ICH Canteen d) Plot No. 56B e) Plot No. 56A f) Plot No. 4,5,6(P) g) Plot No. 2,3	
3.	Sector – 3	There are 4 points to collect the wastes in this sector as under: a) G & J Complex – I b) Plot No. 29 c) SDF – V Front Side d) SDF – V Back Side e) Plot No. 36,37	
4.	Sector – 4	There are 4 points to collect the wastes in this sector as under: a) SDF – I Front Side b) Multistoried Building c) SDF – II Front Side d) SDF – II Back Side e) ICH Canteen f) Gate No. 1 KD Canteen	
5.	Sector – 5	There are 4 points to collect the wastes in this sector as under: a) SDF – III Back Side	

Sr. No.	Sectors in SEEPZ premises	Brief Description of Waste Collection Point	Periodicity of collecting wastes
		b) SDF – III Front Side c) SDF – IV Front Side d) SDF – IV Back Side	
6.	Sector – 6	There are 9 points to collect the wastes in this sector as under: a) SDF – VIII Front Side b) SDF – VIII Back Side c) SEEPZ++ Point 01 d) SEEPZ++ Point 02 e) Suncity Hotel f) Fire Station g) Gems & Jewelry No. 04 h) Gems & Jewelry No. 06 i) Gems & Jewelry No. 07 j) Gems & Jewelry No. 08 k) Gems & Jewelry No. 11	
7.	Sector – 7	There are 2 points to collect the wastes in this sector as under: a) Residential Colony A & B b) Residential Colony C & D	

**** Area Layout is annexed as Annexures**

1. The segregated waste shall be disposed off by the contracting agency on day-to day basis. The agency should follow the Guidelines /Act in this regard.
2. Providing trained manpower with proper protection gear (PPE) as per specified norms.
3. The vehicles provided shall be registered or hired, all details regarding such shall be informed to the SEEPZ-SEZ Authority in the Waste Disposal Management Module of Rise-ERP application. Estate Officer or Officer Authorized by Estate Officer will approve after verification.
4. On entry of Vehicle, Caretaker or officer/ employee authorized by the Estate Officer shall take the photos of Empty Vehicle and submit to ADC-Estate Operations.
5. ADC-Estate permits for collection of Waste in presence of Caretaker or any authorized representative from SEEPZ. Caretaker or any authorized representative will upload photos and other details on “Waste Disposal Management Module of Rise-ERP application” to Estate Officer through ADC Estate and the amount on the basis of quantity removed deducted from the Deposit Amount.

6. All waste and recyclable materials collected and removed by the Contractor shall be contained, tied, or enclosed to prevent leaking, spilling, or blowing during transport.
7. All waste and recycling collected and removed by the Contractor shall be disposed of at an authorized licensed disposal site.
8. Disposal shall be in accordance with existing local, state, and federal regulations. The Contractor shall be responsible for any and all permits or fees associated with the disposal.
9. Specific arrangements would be required to be made to handle a particular type of waste.
10. All vehicles used in the collection of waste materials shall be weighed on state certified scales at the transfer station. Incoming and outgoing vehicle weights shall be recorded on weigh tickets / receipts provided by the operator at the transfer station.
11. The contractor must follow the State / Central waste management rules where ever applicable.
12. The Contractor shall submit their own schedule of activities for approval of the Client for improvement of waste management services.

D. Terms & Conditions of Contract

I. Segregation of Dry Waste

1. Contractor has to segregate waste into 7 categories as mentioned in ITB 27.
2. Contractor will be fully responsible for segregation of entire waste generated during the day and he may deploy extra manpower if required at his cost
3. The waste should be segregated on daily basis and there should not be any waste left at collection point and in the segregation area at the end of each day. The collection point should be cleaned everyday and the waste collected on a particular day should be segregated on the day of collection.
4. The Contractor shall carry out the segregation of dry waste at the designated Garbage Collection Area by sorting the waste into the following categories:
 1. **Primary Metal**
 2. **Non-Metal (LDPE/HDPE Plastic)**
 3. **Paper**
 4. **Cardboard/Carton**
 5. **Glass**
 6. **Wood**
 7. **Other Dry Waste**

The Contractor shall further process and prepare the segregated waste for storage, handling, transportation, recycling, or disposal, as applicable. For this purpose, the Contractor may utilize suitable equipment and machinery, including but not limited to baling/compacting machines, weighing machines, shredders, compression equipment, and other processing machinery, whether owned, hired, or otherwise arranged by the Contractor at its own cost and responsibility.

5. Contractor should maintain the Garbage Collection area and should not allow entry of any unauthorized person except representative appointed by SEEPZ-SEZ Authority.
6. Contractor shall ensure the following, without fail:
 - a. Vehicles or its driver shall follow the rules and regulations of the SEEPZ SEZ Authority and for the same, successful bidder shall also be fully responsible for the conduct of drivers.
 - b. Laborer/workers will comply with the SEZ Rules and Regulations and guidelines provided by the SEEPZ-SEZ Authority from time to time. You will also be responsible for the conduct of such hired workers/labourer and shall remain answerable to the SEEPZ-SEZ Authority for any such violation.
 - c. You shall comply with all the statutory requirement (such as EPF, ESIC Bonus, Minimum Wages Act etc.) required for execution of the said tender and shall indemnify SEEPZ Authority for this.
 - d. The work should be executed under proper supervision and all machinery/safety equipment for laborer/workers like gloves, masks and caps should be provided at his costs.
 - e. The deployed workers should have valid gate passes and they should leave the premises as per the rules and regulations and guidelines provided by the SEEPZ-SEZ Authority.

II. Removal and Purchasing of Dry Waste

1. Contractor shall lift the garbage of at least 02 nos. of truckload or entire material if it is less than 2 trucks on daily basis, failing which a penalty of Rs. 5,000/ (Rupees five thousand) per day per vehicle will be imposed. If the garbage is not lifted for more than a week, contract shall be terminated and the bidder will be blacklisted. The security deposit shall be forfeited in that situation and work will be given to the next eligible bidder without calling any fresh tender for remaining period or as extended by Competent Authority.
2. You will be permitted to enter Zone only along with the vehicle. Without vehicle. Bidder will not be permitted to enter into the premises.
3. During the contract period, the contractor has to ensure that the Kachara Kundi remains clean. No garbage shall be accumulated near the dump area.
4. The garbage shall be lifted on day-to-day basis.
5. Bills shall be prepared by the Authority Billing Section after determination of weight of non-hazardous solid waste, as per the rate at which the quotation has been accepted. Applicable taxes on the bill will also be payable by you.
6. Segregation, Cleaning, lifting and removal/ disposal of the dry waste materials shall be done only under the supervision of Caretaker, Sector Officials or any other representative nominated by the SEEPZ-SEZ Authority for the said purpose.
7. All costs in connection with Cleaning, lifting, removing / disposal of the dry waste materials will be borne by the successful bidder and no expenditure will devolve on the Authority.

8. Spreading of the materials in the Zone premises will not be allowed.
9. Contractor shall be responsible for all cleaning during the contract period
10. Weighing Procedure: Contractor will segregate (in to 7 categories) and remove wastes adhering to the SOP from SEZ as notified and due weighment of 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 wastes in vehicle. The difference in weighing will be considered as weight of wastes. Weighing slip will be directly handed over by Weighing Bridge Manager to SEEPZ SEZ Authority Office/representative.

III. Format of Financial Bid

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

IV. Breach of Contract and Penalty

Breach of SLA is defined as performance lower than requisite performance in this agreement. The following conditions shall specify breach of contract and buyer shall have right to immediately terminate the contract.

- a) Cumulative penalties reach 10% of the contract value.
- b) Repeated breach of SLAs beyond 3 instances in the entire contractual period.
- c) Subcontracting or outsourcing of the contract, in part or whole.

Penalties will be levied on the service provider, for the violation of Service Level Agreement of the contract as mentioned below:

Sr. No	Particulars	Financial Implications
1	Non completion of the operation mentioned in the contract	1st instance – 1% of monthly claim 2nd instance – 2% of monthly claim 3rd instance – 3% of monthly claim
2	Non-deployment of or shortage of manpower / vehicles	Note: (i). Subsequent increase in penalty for further instances (ii). Tender shall be terminated if the penalty crossed to 10% of monthly claim in any month, or Overall imposed penalty percentage
3	Improper management of waste collection process which includes mis-reporting of weight of waste being carried by a vehicle	

4	Non redressal of complaints in 2 days	reached to 10% during the contract period.
6	Vehicle unloads collected waste at location other than specified spot specified in Section 5	
7	Vehicles deployed overflowing or not maintained clean (or littering in adjoining areas)	
8	If the employee is found responsible for any theft, loss of material/ articles and damages	Immediate payment inactual /replacement, equivalent to the value of the article theft/ lost/ damaged as decided by the buyer depending on the gravity of the act. Also, the manpower responsible to be replaced.
9	Cumulative penalty	Contract will be terminated if overall imposed penalty percentage reached to 10% during the contract period.

The Service Provider shall lift the garbage of at least 02 nos. of truck load or entire material if it is less than 2 trucks on daily basis, failing which a penalty of Rs 5000/- (Rupees Five Thousand) per day per vehicle shall be imposed. If the garbage is not lifted for more than a week, contract shall be terminated and the bidder will be blacklisted. The security department shall be forfeited in that situation and work will be given to the next eligible bidder without calling any fresh tender for remaining period or as extended by Competent Authority.

Waste must be cleared off from the collection point weekly, otherwise above penalty shall be imposed.

Section 6 – Bidding Forms

SN	Name of the Form	Page No.
1.	Letter of Bid	
2.	Checklist of documents comprising bid	
3.	Bidder Information Form	
4.	Bidder’s Qualification Information	
5.	Undertaking of Tender Participation of Truthfulness	
6.	Near Relationship Certificate	
7.	Appendix-A: Undertaking for Responsibility of Labour & Other Applicable Laws/Rules/Norms	
8.	Appendix-B: Affidavit of Indemnity (Indemnity Bond)	
9.	Appendix-C: Undertaking for Compliance with Laws And Regulations as per RFP requirements	
10.	Financial Bid Format	Uploaded Separately as a .xlsx file

1. Letter of Bid

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

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

Date: _____

Bid Ref. No.: IT-G/C/2/2024-IT/COMP

To,
The 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: ‘Waste Management for SEEPZ- SEZ premises.
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, in more than one bid in this bidding process;
8. We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
9. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in GFR 175;
10. We hereby certify that we are neither associated nor have been associated directly or indirectly with the consultant or any other individual or entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract from the SEEPZ SEZ Authority;

11. We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
12. We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
13. We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
14. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
15. We understand that SEEPZ SEZ Authority is not bound to accept the highest evaluated bid or any other bid that SEEPZ SEZ Authority may receive and that the decision of the SEEPZ, SEZ authority shall be final & binding.

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.	Bid Security(EMD)/ Bid Security declaration furnished in accordance withAnnexure I		
2.	Letter of Bid as per the form provided in Section 6 – Bidding Forms		
3.	Bidder Information Form as per Form provided in Section 6: Bidding Forms		
4.	Documents establishing Bidders’ eligibility in accordance with BDS (ITB 4 b)		
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 bythe clauses / conditions of Bidding Documents issuedby the Procuring Entity and any amendment made thereafter.		
7.	Undertaking of Tender Participation of Truthfulness		
8.	Near Relationship Certificate		
9.	Appendix-A: Undertaking for Responsibility of Labour & Other Applicable Laws/Rules/Norms		
10.	Appendix-B: Affidavit of Indemnity (Indemnity Bond)		
11.	Appendix-C: Undertaking for Compliance with Laws And Regulations as per RFP requirements		
12.	Financial Bid (to be uploaded in a separate folder)		NA

3. Bidder Information Form

Date:

Bid Ref. No.: IT-G/C/2/2024-IT/COMP

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

4. Bidder’s Qualification Information

SN	Criterion	Bidder’s Qualification	Documents to be submitted	Documents submitted	Page No.
1.	Bidder must be a valid legal entity registered with appropriate government authority in the form of a firm / company /LLP and must be in existence for at least 3 years.		1. Any of the Following documents: a) Registration / Incorporation certificate b) Udyog Registration And, 2. Details of ownership, address, contact details including e- mail and telephone numbers.		
2.	Bidder must be registered with GSTN and must possess a valid PAN.		Copies of GSTIN and PAN.		
3.	Bidder must have an average annual turnover of at least Rs. 40 Lakh during past 3 financial years from services of similar nature. Services of similar nature include Handling of Waste/ Garbage.		Audited financial statements for the past 3 financial years. CA certificate clearly specifying the volume of turnover from services of similar nature.		

RFP for “Engagement of Contractor for Waste Management for SEEPZ – SEZ, Mumbai”

SN	Criterion	Bidder's Qualification	Documents to be submitted	Documents submitted	Page No.
4.	Bidder should have a positive net worth during each of the past 3 financial years.		CA certificate clearly stating that the bidder has positive net worth during each of the past 3 FYs.		
5.	Bidder shall undertake all the responsibility for compliance all applicable Labour & Other applicable Laws/ Rules/ Norms for the Tender Services.		Undertaking in the format prescribed at Appendix -A		
6.	Bidder must indemnify the Procuring Entity (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.		Affidavit of Indemnity (Indemnity Bond) on a Rs.500 stamp paper comprising the text specified in Appendix-B .		
7.	Consent to Operate from MPCB (for Plastic, Thermocol and other applicable materials)		Consent to operate for Waste handling, transportation and disposal required to be produced by the bidder within 15 days of award of tender. Alternatively, they shall submit an undertaking that they will submit the consent to operate within 15 days of award		

RFP for “Engagement of Contractor for Waste Management for SEEPZ – SEZ, Mumbai”

SN	Criterion	Bidder’s Qualification	Documents to be submitted	Documents submitted	Page No.
			of contract/LOA as specified in APPENDIX C		

5. Undertaking of Tender Participation of Truthfulness

(TO BE TYPED ON A LETTER HEAD OF THE SERVICE PROVIDER)

To,
Estate Officer/DDC, SEEPZ SEZ Authority,
O/o the Development Commissioner,
Andheri (E), Mumbai 400096.

Subject: Submission of truthfulness undertaking for Engagement of Contractor for Waste Management for SEEPZ – SEZ, Mumbai vide bid no.dated ____

Dear Sir,

We, the undersigned, are submitting our bid for Engagement of Contractor for Waste Management for SEEPZ – SEZ in accordance with your Bid No. _____ dated _____.

We hereby declare that all the information and statements made in this bid are true and we accept that any misinterpretation or false information /documentation contained in it may lead to our disqualification.

We accept all the terms and conditions of this tender document, and we are not deviating from your terms and conditions. Our bid is binding upon us. We understand that SEEPZ SEZ, Andheri is not bound to accept any bid.

Yours sincerely,

Authorized Signatory [In full and initials]
[Name]
[Designation]

6. Near Relationship Certificate

(TO BE TYPED ON A LETTER HEAD OF THE AGENCY)

[Insert date]

To,
Estate Officer/DDC,
SEEPZ SEZ Authority,
O/o the Development Commissioner,
Andheri (E), Mumbai 400096.

Subject: Submission of near relationship undertaking for Engagement of Contractor for Waste Management for SEEPZ – SEZ Mumbai vide bid no.dated_____

Dear Sir,

"I __[Name] s/o_____ [Fathers Name] hereby certify that none of my relative(s) as defined in the tender document is/are employed in SEEPZ SEZ AUTHORITY unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, SEEPZ SEZ AUTHORITY shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

Yours faithfully,

[Signature of the tenderer]

[Date and seal]

[Name]

Section 7 – General Conditions of Contract (GCC)

1. General Provisions	
1.1 Definitions	Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: a) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Procuring Entity; b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, as named in SCC; c) “Accepted Rate” means the rate per kg offered by the successful contractor duly accepted by the client; d) “Procuring Entity” means the party who employs the Service Provider as specified in SCC; e) “GCC” means these General Conditions of Contract; f) “Party” means the Procuring Entity 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 Procuring Entity as specified in SCC; i) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Procuring Entity; 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 Section-5 “Activity Scheule” l) "Transfer Station / Garbage Collection Area / Segregation Area" means the designated waste handling facility or facilities within SEEPZ-SEZ where waste is collected, stored, segregated, weighed, and handed over to the Contractor for

	removal. The terms "Transfer Station", "Garbage Collection Area", and "Segregation Area" shall be used interchangeably and shall have the same meaning throughout this Tender and Contract documents. Any additional or alternate location notified by SEEPZ-SEZ during the contract period shall also be deemed included within this definition
1.2 Applicable Law	The Contract shall be interpreted in accordance with the laws of the Union of India.
1.3 Language	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC . The term "in writing" means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice's effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.
1.5 Location	The Services shall be performed at the client's location as specified in the SCC .
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity 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 Rate.
1.8 Code of Integrity	The Procuring Entity, 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	

Program	Before commencement of the Services, the Service Provider shall submit to the Procuring Entity 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.
Starting Date	The Service Provider shall start carrying out the Services Fifteen (15) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC .
2.3 Intended Completion Date	Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC . If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damages as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Accepted Rate, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
2.5 Force Majeure	
Definition	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.
No Breach of Contract	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.
Extension of Time	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.
2.6 Termination	
2.6.1 By the Procuring Entity	The Procuring Entity 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: - 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 Procuring Entity may have subsequently approved in writing; - if the Service Provider become insolvent or bankrupt; - 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 - if the Service Provider, in the judgment of the Procuring Entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.
2.6.2 By the Service Provider	The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, 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: - if the Procuring Entity 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.
2.6.3 Termination of contract due to other unforeseen conditions	1. Termination for Performance Default The Contract may be terminated if the Service Provider fails to perform its obligations, including but not limited to: - Non-adherence to the approved collection schedules or minimum collection frequency; - Repeated delay in waste removal beyond the stipulated timelines; - Poor or unsatisfactory performance despite written warnings; - Accumulation of penalties exceeding 10% of the Advance Deposit or 10% of the total contract value cumulatively, as defined in Section-5; - Suspension or abandonment of services without prior written approval. 2. Termination for Financial Default The Contract may be terminated if the Service Provider: - Fails to deposit the 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 waste or by-products. 3. Termination for Statutory or Regulatory Non-Compliance The Contract may be terminated if the Service Provider: a. Violates environmental laws, SEZ regulations, labour laws, or 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. 4. Termination for Integrity Breach or Misconduct The Employer may terminate the Contract if the Service Provider: 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. 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. 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. 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 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 waste, or criminal misconduct. 9. Consequences upon Termination:
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	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 Waste Disposal. 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. 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 contract forthwith, forfeit Performance Security and other securities, and initiate debarment / blacklisting proceedings, without any further notice.
3. Obligations of the Service Provider	
3.1 General	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 Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests	The Service Provider shall hold the Procuring Entity's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. 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.
3.3 Confidentiality	The Service Provider, 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 Procuring Entity's business or operations without the prior written consent of the Procuring Entity.
3.4 Insurance to be Taken Out by the Service Provider	The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval	The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions: a. entering into a subcontract for the performance of any part of the Services, b. changing the Program of activities; and c. any other action that may be specified in the SCC.
3.6 Reporting Obligations	The Service Provider shall submit to the Procuring Entity the reports and documents as specified in the SCC.

3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity	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 Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC .
3.8 Liquidated Damages	
3.8.1 Payments of Liquidated Damages	The Service Provider shall pay liquidated damages to the Procuring Entity 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 Procuring Entity may deduct liquidated damages from the advance deposited with the Procuring Entity. Payment of liquidated damages shall not affect the Service Provider's liabilities.
3.8.2 Lack of performance penalty	If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as specified in the SCC .
3.9 Performance Security	The Service Provider shall provide the Performance Security to the Procuring Entity 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 Procuring Entity. The performance Security shall be valid until a date 90 days from the Completion Date of the Contract in case of a bank guarantee.
3.10 Adherence to laws, regulations and statutory requirements	The Service Provider shall carry out all its services in accordance with all the applicable laws, regulations, environmental guidelines and statutory requirements that are legally in force. Additionally, the Service Provider shall comply with the statutes enlisted in the SCC .
4. Service Provider's Personnel	

4.1 Removal and/or Replacement of Personnel	Except as the Procuring Entity 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. If the Procuring Entity 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 Procuring Entity's written request specifying the grounds thereof, provide as areplacement a person with qualifications and experience acceptable to the Procuring Entity. The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
5. Obligations of the Procuring Entity	
5.1 Assistance and Exemptions	The Procuring Entity shall use its best efforts to provide the Service Provider such assistance and exemptions as specified in the SCC.
5.2 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clause 6.2.
6. Payments	
6.1 Accepted Rate	The Service Provider's accepted rate shall be a fixed lump- sum net of all costs incurred by the Service Provider in carrying out the Services described in Appendix A. The accepted rate is set forth in the SCC.
6.2 Terms and Conditions of Payment	Payments shall be made by the Service Provider according to the payment schedule stated in the SCC.

6.3 Accounting for defects	The principle and modalities of Inspection of the Services by the Procuring Entity shall be as indicated in the activity schedule. The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checkings shall not affect the Service Provider's responsibilities. In case the Service Provider fails to rectify the defects, lack of performance penalty as specified under sub-clause 3.8.2 shall be applicable.
7. Settlement of Disputes	
7.1 Amicable Settlement	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
7.2 Dispute Settlement	Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication / arbitration in accordance with the provisions specified in the SCC .
8. Extension of the duration of contract	
	This contract may be extended, prior to its expiry, for a mutually agreeable period not exceeding One Year, provided that a fresh procurement activity is initiated before the expiry of the original contract.
9. Indemnity	
	The Service Provider shall, at all times, indemnify and keep indemnified the Procuring Entity against all claims/damages for any violation of any statutory / licensing requirements / pollution control norms while providing our services under the Contract. The Service Provider shall indemnify the Procuring Entity in full for any failure in performance on account of default or non-fulfillment of its obligations. In such case, all the costs and expenses incurred by the Procuring Entity are recoverable from the Service Provider.

Section 8 – Special Conditions of Contract (SCC)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	The contract name is “ <i>Engagement of Contractor for Waste Management for SEEPZ – SEZ</i> ”
1.1(d)	The Procuring Entity is <i>SEEPZ SEZ Authority, Andheri East, Mumbai</i>
1.1(h)	Bidder declared as Technically Qualified and offering Highest Rate for the Tender Services in accordance with ITB 25 and ITB 28.
1.4	The addresses are: Procuring Entity: Estate Officer, SEEPZ SEZ Authority, MIDC Central Road, Andheri East, Mumbai 400096 Attention : Deputy Development Commissioner, SEEPZ SEZ Authority E-mail: ddcseepz-mah@.nic.in Service Provider: Address of Successful Bidder in Terms of ITB 28. Attention: E-mail:
1.5	Services shall be performed at transfer station, which shall include the waste from processing and non-processing Zone of SEEPZ SEZ premises.
1.6	The Authorized Representatives are: For the Procuring Entity: <i>Soodershan Shinnde, ADC</i> For the Service Provider: <i>[name, title] (to be provided by the Successful Bidder.</i>
2.1	No change to the GCC clause
2.2.2	The Starting Date for the commencement of Services will be within 15 days of issuing of Letter of Acceptance or as decided by the Procuring Entity.

2.3	The Service Provider shall execute the Services as defined in section-5 (Activity Schedule) in the specified periodicity.
2.4	Modifications in accepted rate shall not be allowed, However SEEPZ SEZ Authority reserves right to change the Terms & Conditions and Scope of Work for ensuring Quality and if it is in public interest.
2.6.2	The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, 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. If Service Provider terminates the Contract without consent of the Procuring Entity except above condition, he will be blacklisted at least for 2 years to participate in any Tender of SEEPZ SEZ and 'Risk & cost' of the same will be recovered.
3.2.2	The Procuring Entity reserves the right to determine on a case-by-case basis whether the service should be disqualified from providing goods, works or non- consulting services due to a conflict of a nature described in Clause GCC 3.2
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle – at least 100% of the market value of rented/hired vehicles, if any. (ii) Third Party liability – as stipulated by relevant government law (iii) Procuring Entity's liability and workers' compensation – as stipulated in the employees' compensation act.
3.5 c.	The Service Provider shall follow the protocol stipulated in the activity schedule regarding entering-exiting Procuring Entity's premises and for weighting and carrying the waste.
3.6	Service Provider shall submit all reports or any documents, as specified in the Bid document or whenever directed by the Estate Officer to the Estate Officer, SEEPZ SEZ Authority. The Contractor shall maintain and preserve weighment slips, disposal certificates, gate records, vehicle logs, photographs, invoices and any other relevant records for a minimum period of two (2) years after completion of the contract and shall make the same available for inspection whenever required by SEEPZ-SEZ Authority.
3.7	No change
3.8.1	Not Applicable

3.8.2	The Service provider is required to adhere to the Breach of Contract & Penalty Clause in Section 5.
3.10	<i>“It is the sole responsibility of the successful bidder who’ll be the service provider -</i> <i>a) To follow all the Labour regulations and other mandatory compliances applicable to tendered services in an industrial area having waste which is situated in Maharashtra & applicable to a central government organization.</i> <i>b) To follow all the mandatory & applicable laws related to removal & disposal of waste from the SEEPZ, SEZ premises. Service provider has to ensure that the removal & disposal of such waste shall not harm environment and all the environmental laws/norms shall be followed.</i> <i>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).</i>
5.1	The Procuring Entity shall provide necessary assistance in providing gate-passes for smooth entry of the Service Provider’s vehicles and employees.
6.1	The accepted rate will be the Financial offer made in the Financial Quote by the successful bidder,
6.2	1. The Service Provider shall submit an advance deposit of Rs.10 lakh before signing the contract agreement. 2. The Procuring Entity shall deduct amounts corresponding to the weight of waste removed multiplied by the accepted rate plus lack of performance penalties, if applicable. 3. The Procuring Entity 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 waste equivalent to Rs. 1 Lakh, whichever is earlier. 5. Procedure described under above steps shall be repeated till the completion of the contract.
7.2	Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.

APPENDIX A – Undertaking for Responsibility of Labour & Other Applicable Laws/Rules/Norms

(To be printed on the Letterhead of Bidder)

I/We, M/s. _____, understand and accept that if the contract is awarded, it will be our sole responsibility-

- a) To follow all the Labour regulations and other mandatory compliances applicable to tendered services in an industrial area having 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 waste from the SEEPZ, SEZ premises. Service provider has to ensure that the removal & disposal of such 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).

(Signature)

Name of Authorized representative of Bidder

Name of the Bidder

(Stamp/ seal of Bidder)

APPENDIX B – Affidavit of Indemnity (Indemnity Bond)

(To be provided 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 Procuring Entity 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. We shall indemnify the SEEPZ SEZ, Authority 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 Procuring Entity are recoverable from us.”

(Signature)

Name of Authorized representative of Participant Bidder

Name of the Participant Bidder

(Stamp/ seal of Participant Bidder)

**APPENDIX C - Undertaking for Compliance with Laws and Regulations
as per RFP requirements**

{On Bidder's Letterhead}

To:

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

Subject: Undertaking for Obtaining MPCB Consent to Operate as per RFP Requirements.

Dear Sir/Madam,

I/We, [Name of Bidder Company], having our registered office at [Address], hereby undertake and affirm that, in the event of award of the subject contract/work in our favour:

(a) We shall possess and submit a valid Consent to Operate (CTO) issued by the Maharashtra Pollution Control Board (MPCB) for Waste handling (for Plastic, Thermocol and other applicable materials) as permissible under the tender conditions.

(b) In case the requisite MPCB Consent to Operate (CTO) is not available at the time of bidding, we undertake to obtain and submit the same within 15 days from the date of issuance of Letter of Award (LOA) / Work Order.

(c) We undertake to submit the Consent to Operate (CTO) issued by the MPCB within the stipulated timeline, failing which the Authority shall be entitled to take appropriate action in accordance with the tender conditions, including cancellation of award, forfeiture of EMD, and initiation of any other consequential action as deemed fit.

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

Place:

Date:

For Bidder (Authorized Signatory)

Name:

Designation:

Company Name:

Signature & Seal:

Section 9 – Contract Forms

1. Letter of Acceptance

{On Procuring Entity's Letterhead}

Date:

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

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

This is to notify you that your Bid against Bid Reference No. IT-G/C/2/2024-IT/COMP dated _____ for the execution of services titled “*Engagement of Contractor for Waste Management for SEEPZ – SEZ*” is hereby accepted by the Procuring Entity for the Accepted Rate of Rs. *[insert amount in numbers and words]*, as evaluated in accordance with the Instructions to Bidders.

You are requested to furnish the Performance Security amounting to Rs. 10 Lakh in the form of a bank guarantee or a fixed deposit in favour of SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY within 15 days. In case the bidder chooses to submit a bank guarantee, the format for Performance Bank Guarantee given below shall be used. You are also required to submit the advance deposit of Rs. 10 Lakh along with the performance security within the same timeframe.

This is the final opportunity you have to accept the Work Order within three (3) days; otherwise, your right to accept the bid will be forfeited, and appropriate action, including blacklisting, will be taken against you for wasting this office's time and making false declarations.

Further, in the event of non-acceptance after unnecessary dillydally tactics; the LOA (Work Order) will be offered to next highest evaluated Bidder and ‘Risk & cost’ for differential amount will be recovered from you.

All the Terms & Conditions mentioned in the RFP/ Bid document shall be applicable to the Service Provider.

Authorized Signature:

Name and Designation of Signatory:

Name of Procuring Entity:

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 Procuring Entity] (hereinafter called the “Procuring Entity”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

WHEREAS

- a. the Procuring Entity 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 Procuring Entity 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 waste at the rate of [insert accepted rate] per kg;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a. the Letter of Acceptance;
 - b. the Service Provider’s Bid;
 - c. the Special Conditions of Contract;
 - d. the General Conditions of Contract;
 - e. The following Appendices:
 - Appendix A – Undertaking For Responsibility Of Labour & Other Applicable Laws/Rules/Norms
 - Appendix B – Affidavit Of Indemnity (Indemnity Bond)
 - Appendix C - Undertaking for Compliance with Laws And Regulations as per RFP requirements
2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:
 - a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) the Service Provider shall make payments to the Procuring Entity 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 Procuring Entity]

[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 Procuring Entity's Letter of Acceptance (LoA) dated *[insert date]*, for the Non-Consulting Services of ***Engagement of Contractor for Waste Management for SEEPZ – SEZ*** (hereinafter called "the Contract").

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

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

This guarantee shall expire, no later than the *(90 days beyond the end of Contract)*, 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]

4. 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 Engagement of Contractor for Waste Management for SEEPZ – SEZ, 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 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.
- 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)

(Office Seal)

(For & On behalf of the Bidder)

(Office Seal)

Place:

Date

Witness 1: (Name & Address)

Witness 2: (Name & Address):

Date: ____/____/2026

Annexures

1. Master Plan & Sector plans

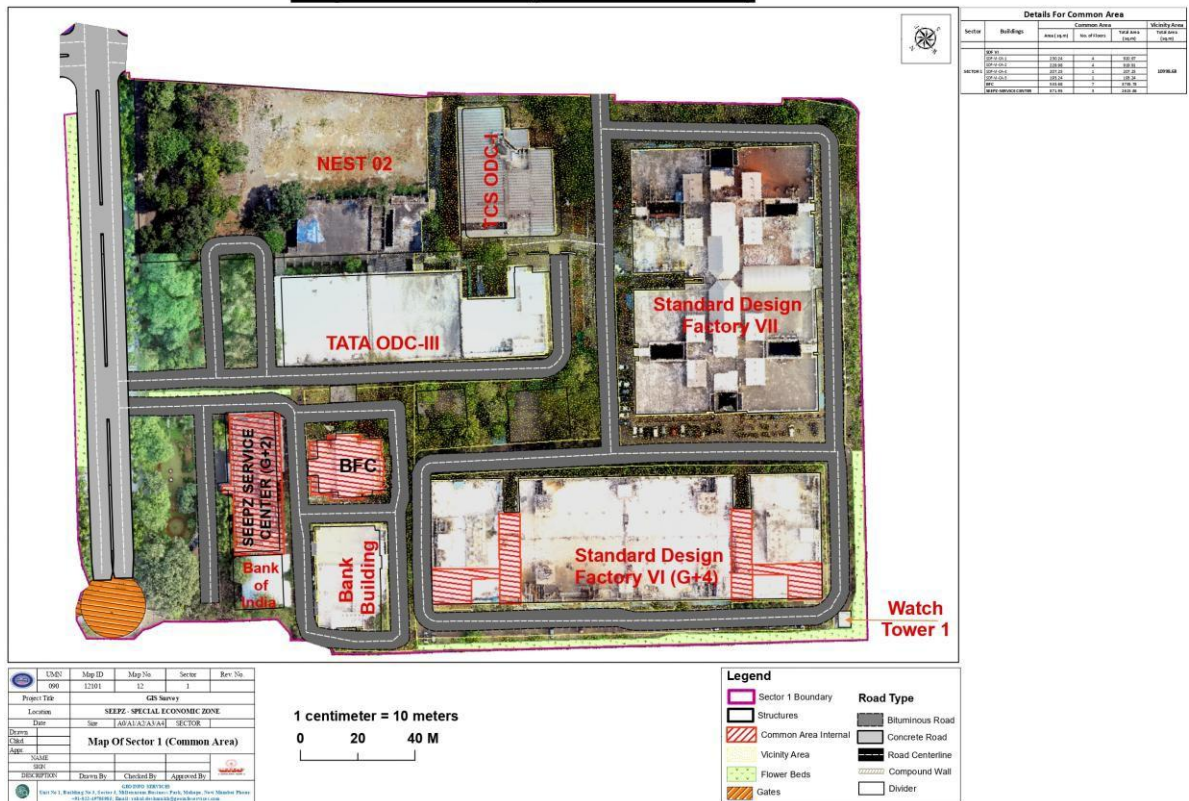
SEEPZ MAP



SEEPZ Common Area Map



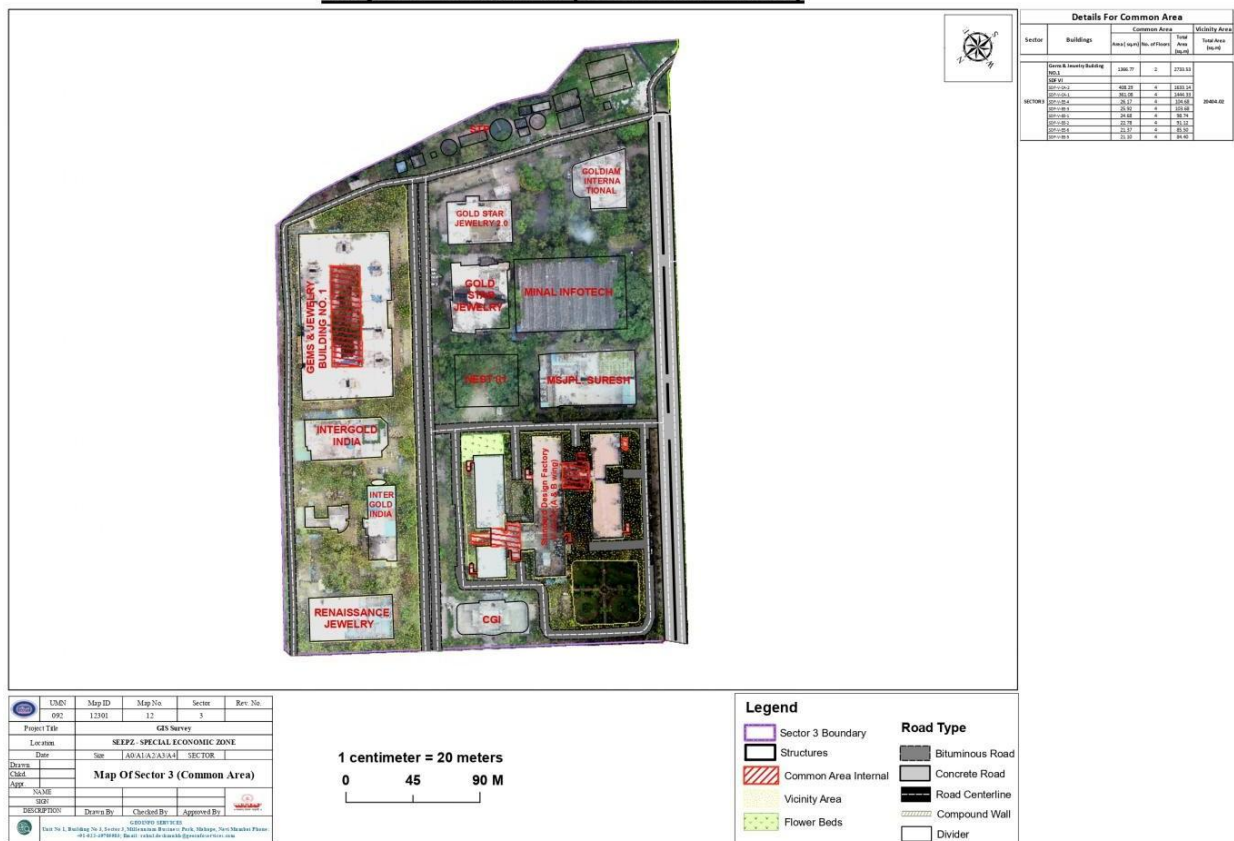
Map Of Sector 1 (Common Area)



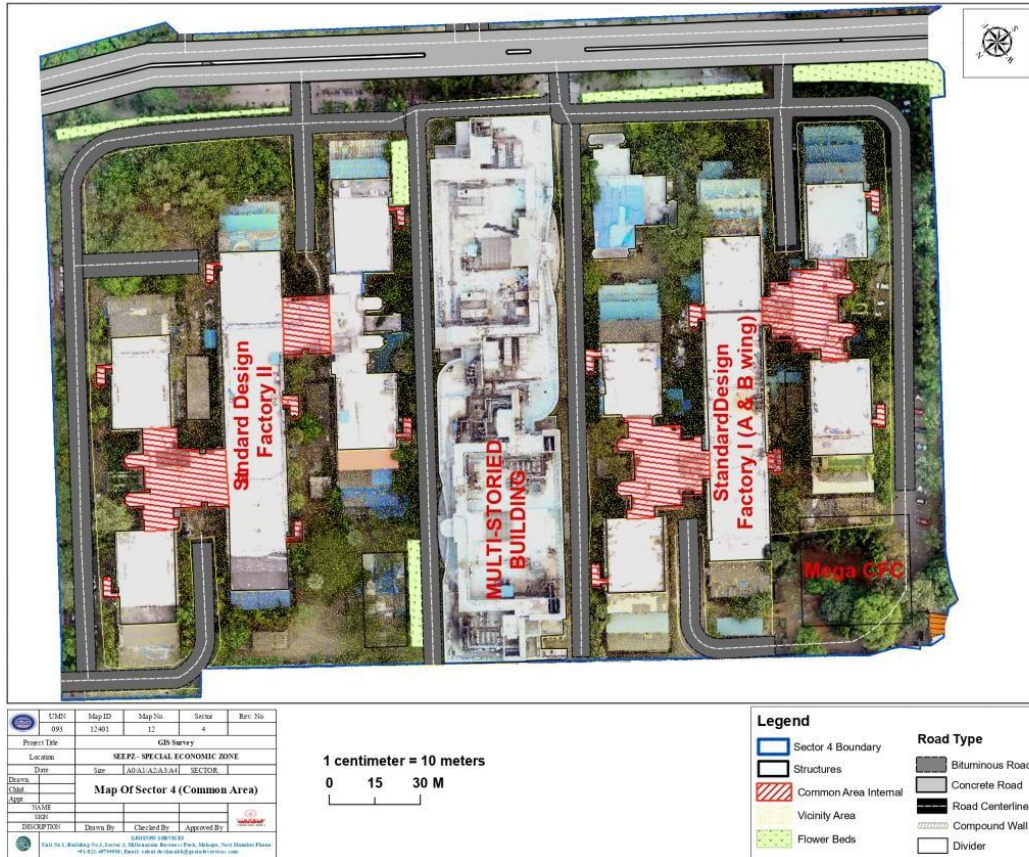
Map Of Sector 2 (Common Area)



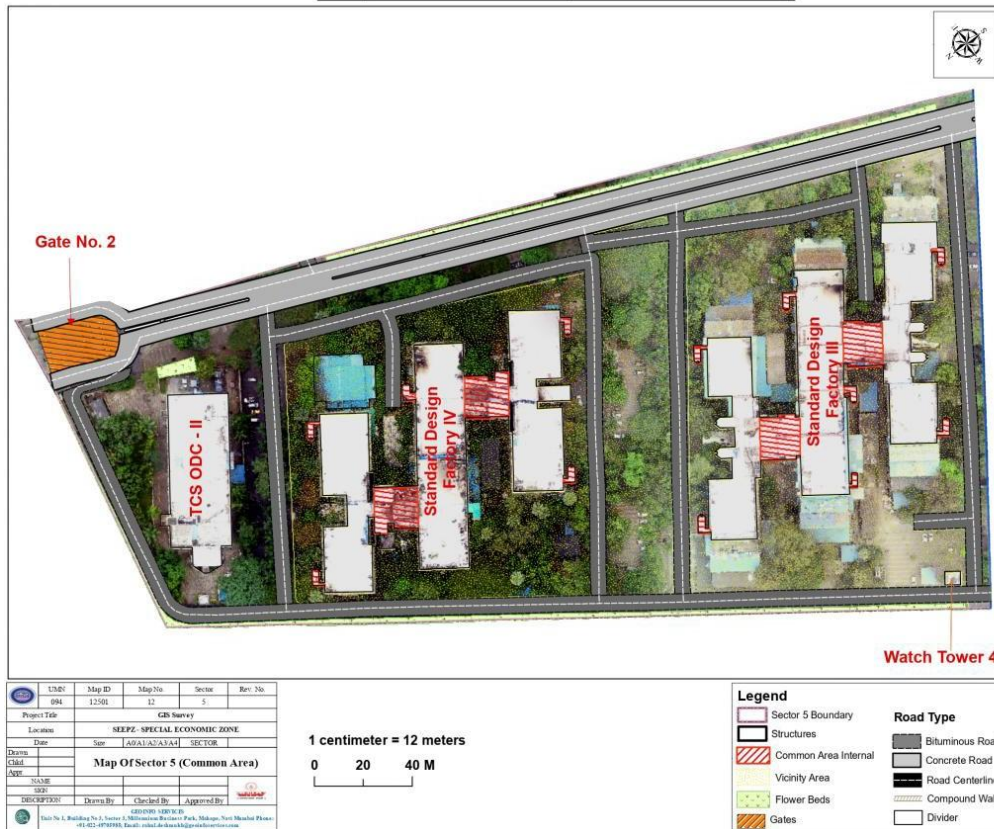
Map Of Sector 3 (Common Area)



Map Of Sector 4 (Common Area)



Map Of Sector 5 (Common Area)



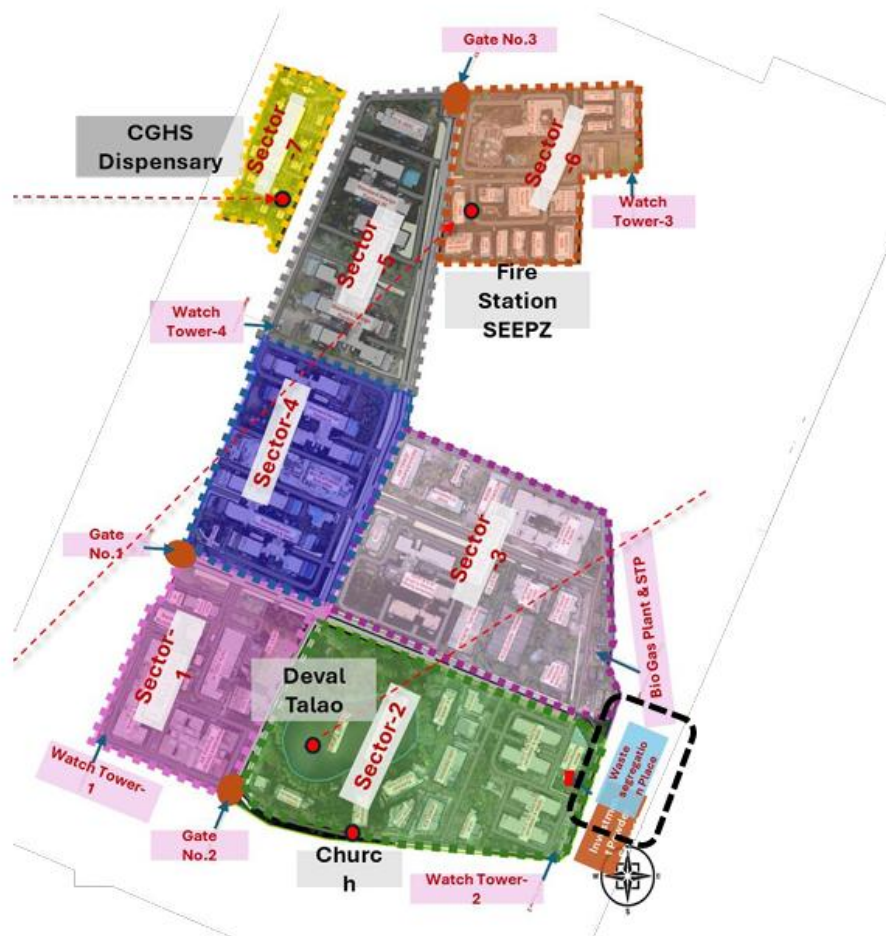
Map Of Sector 6 (Common Area)



Map Of Sector 7 (Common Area)



Existing Waste Management place:



**** End of Document****