



SEEPZ SEZ AUTHORITY

OPEN COMPETITIVE BIDDING

(E- Procurement mode on Central Public Procurement Portal)

Bidding Documents

for

Waterproofing Treatment of Overhead Water Storage Tank (Inside & Outside) & Allied Works of SDF 1 Building (A Wing) at SEEPZ SEZ, Mumbai

Tender Ref. No.: E-FNC/33/2021-EF

Date of Issue: 02.05.2022

ISSUING AUTHORITY:

Development Commissioner, SEEPZ- SEZ, Mumbai

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

E-Mail: dcseepz-mah@nic.in

Helpline No.: 022-28290856

Landline: 022-28294728/29

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

KEY INFORMATION AT A GLANCE

SN	Item	Description
1	Tender Ref. No.	E-FNC/33/2021-EF
2	Tender Title	Waterproofing Treatment of Overhead Water Storage Tank (Inside & Outside) & Allied Works of SDF 1 Building (A Wing) at SEEPZ SEZ, Mumbai
3	Cost of Bidding Documents	Bidding Documents can be downloaded free of cost from the following websites: https://eprocure.gov.in/app http://seepz.gov.in/tender.aspx
4	Bid Security / EMD Amount	Rs. 12,000/- payable in the form of Demand Draft raised in the name of Pay and Accounts Officer, SEEPZ payable at Mumbai.
5	Date of Tender Publishing	02 nd May 2022
6	Date and time till which physical visits prospective Contractors to SEEPZ SEZ premises are permissible	Date: Between 3 rd May 2022 to 6 th May 2022 Time: Office Time i.e. 930 hrs to 1800 hrs
7	Last date and time for Submission of Bids (Technical + Financial Bids)	11 th May 2022 upto 1600 hrs
8	Date and time of opening of Technical Bids	12 th May at 1600 hrs
9	Expected date of Award of Contract	13 th May 2022
10	Help Desk No. (For E -Procurement)	Email: - dcseepz-mah@nic.in Landline:- 022 – 28294728/29 Cell No.:- 8286587409 (Vikram Satre) eProcurement Helpdesk no's (New Delhi) 0120-4200462, 0120-4001002, 0120-4001005
11	Authority to be contacted in case of any clarification / request for entry permission for physical visit	Name:- Shri. Anurag Agarwal Designation:- Deputy Development Commissioner Email:- dcseepz-mah@nic.in Landline:- 022 – 28294728/29

DISCLAIMER

The information contained in this Bidding Documents (hereinafter referred to as "RFB") document provided to the Contractors, by Development Commissioner, SEEPZ SEZ, Mumbai referred to as Employer, or any of their employees or advisors, is provided to the Contractor(s) on the terms and conditions set out in this RFB document and all other terms and conditions subject to which such information is provided.

The purpose of this RFB document is to provide the Contractor(s) with information to assist in the formulation of Bids. This RFB document does not purport to contain all the information each Contractor may require.

This RFB document may not be appropriate for all persons, and it is not possible for SEEPZ, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Contractor who reads or uses this RFB document. Each Contractor should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFB document and where necessary obtain independent advice from appropriate sources.

SEEPZ, its employees, other stakeholders or/and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of the RFB document.

SEEPZ may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFB document.

The issue of this RFB does not imply that SEEPZ is bound to appoint a Contractor, as the case may be, for the Consultancy and SEEPZ reserves the right to reject all or any of the Applications without assigning any reasons whatsoever.

The Contractor shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by SEEPZ, or any other costs incurred in connection with or relating to its Application.

All such costs and expenses will remain with the Contractor and SEEPZ shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Evaluation Process.

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Notice Inviting Bids

Bid Reference No.:

Date: 02nd May 2022

Tender Title: Waterproofing Treatment of Overhead Water Storage Tank (Inside & Outside) & Allied Works of SDF 1 Building (A Wing) at SEEPZ SEZ, Mumbai

1. The SEEPZ- SEZ authority invites online Bids from eligible Contractors for the works of Waterproofing Treatment of Overhead Water Storage Tank (Inside & Outside) & Allied Works of SDF 1 Building (A Wing) at SEEPZ SEZ, Mumbai.
2. More details pertaining to the work may be seen under the 'Scope of Work' section.
3. The Bidding process shall be conducted in an online mode on the Central Public Procurement Portal (CPPP) which is publicly accessible using the following web address: <https://eprocure.gov.in/epublish/app>. Contractors can download the Bidding Documents free of cost from this portal.
4. In order to be considered for technical evaluation, bids must be accompanied by a bid security (EMD) amounting to Rs.12,000 (Rupees ten thousand only) in the form of a demand draft raised in the name of Pay & Accounts Officer, SEEPZ payable at Mumbai.
5. Interested Contractors must register on the e-procurement portal and upload their technical and financial Bids separately within the stipulated date and time i.e. 11th May 2022 upto 1600 Hrs. Bidders are required to upload scanned copy of bid security (EMD) as part of their technical bid. The original demand drafts may be submitted physically at the office of the development commissioner before the technical bid opening time stipulated below.
6. Detailed instructions regarding online submission of Bids may be seen under Annexure I. In case of any issues or queries related to the e-procurement portal, kindly send an email request to dcseepz-mah@nic.in or contact on 022-28294790 / 9819390963 (Shri. Mayur Gadage).
7. The Contractor is solely responsible for timely uploading of Bids on the e-procurement portal. SEEPZ SEZ Authority shall not be liable for resolving any queries / issues raised on the day of Bid submission.
8. Technical Bids shall be opened online on 12th May 2022 at 1600 hrs . Contractors can see the tender opening status by logging on to the e-procurement portal using their registered IDs.
9. Financial Bids of only technically qualified Contractors shall be opened at a date which shall be pre-disclosed on the e-procurement portal.
10. SEEPZ SEZ Authority reserves the right to accept or reject any or all of the Bids at any time during the Bidding process.


Joint Development Commissioner
SEEPZ SEZ Authority

Instructions to Contractors (ITC)

A. General

1. Introduction

- a) Before preparing the Bid and submitting the same to the Employer, the Contractor 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 Contractor.
- b) The successful Contractor will be expected to complete the Services within 8 weeks of issuance of 'Letter of Acceptance' by the employer.

2. Language of Bids

Bid submitted by the Contractor and all subsequent correspondences and documents relating to the Bid exchanged between the Contractor and the Employer, shall be written in English language. However, the language of any printed literature furnished by the Contractor 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 Employer and all officers or employees of the Employer, whether involved in the procurement process or otherwise, or Contractor and their representatives or employees 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 Contractor or a prospective Contractor, the SEEPZ Authority, after giving a reasonable opportunity of being heard, may take appropriate measures including –
 - i. exclusion of the Contractor 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 Employer along with interest thereon at bank rate.

- v. cancellation of the relevant contract and recovery of compensation for loss incurred by the Employer.
- vi. debarment of the Contractor from participation in any future procurements of any Employer for a period of up to three years.

4. Eligibility

The contractor must fulfil the following conditions to be considered eligible for participating in the bidding process:

Sr. No.	Eligibility Criteria	Supporting Documents
1	Must be registered with the appropriate government authority as a firm / Pvt. Ltd. company / Ltd. company / LLP and must be in business of similar nature for at least 7 years.	Copy of the incorporation / registration certificate clearly indicating the nature of business.
2	Must possess a valid GST and PAN	Copies of GST, PAN
3	Must have average turnover of at least Rs.25 Lakh during the last 3 financial years, i.e., FY2018-2019, FY2019-2020 and FY2020-2021.	Audited financial statements for the past 3 financial years.
4	Must have completed at least 2 similar works of Rs.5 Lakh and above during past 3 financial years. <i>Similar work means successfully executed and completed projects involving providing and laying waterproofing treatment on overhead tank slab, (Inside & Outside) in occupied building premises, which is located in MMR region only. Builder project shall not be considered as similar work.</i>	Summary of relevant experiences. Work order / LOA copy and Completion certificate for each experience cited.
5	Must not be presently debarred / blacklisted by any procuring entity under the central government or by any state government or by multilateral agencies such as The World Bank, Asian Development Bank, etc.	Self-declaration of not having been debarred / blacklisted by any of the entities mentioned in this criterion at present.
6	Must registered with the CPWD as Class VII contractor or higher. Equivalent level of registration with Maha PWD / MIDC / CIDCO / MCGM / Railway / MJP may be considered in lieu of CPWD registration.	Details of registration with authentication mark of the issuing agency.

5. 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 Documents.

B. Bidding Documents

6. Contents of Bidding Documents

- a) Unless downloaded directly from the SEEPZ website (<http://seepz.gov.in>) or the e-procurement portal (<https://eprocure.gov.in/epublish/app>), Employer shall not be responsible for the correctness of the Bidding Documents, responses to requests for clarification, the Minutes of the Pre-Bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with ITC.
- b) Contractors 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 Request for Propose.

7. Clarification of Bidding Documents

- a) A Contractor requiring any clarification of the bidding documents shall contact the SEEPZ, SEZ authority in writing / email at the Employer's address specified on the cover page. The Employer will respond in writing / email / through the e-procurement portal to any request for clarification, provided that such request is received at least 5 days before the deadline for bid submission.
- b) Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure given under ITC 8.

8. 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. 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 Contractors.
- b) Any Contractor 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

9. Documents Comprising Bid

- a) Contractor's technical Bid shall comprise the following:
 - Bid Security as stipulated in the notice inviting bids.
 - Letter of Bid as per the form provided under Bidding Forms.
 - Power of Attorney / Authorization Letter
 - Documents Establishing Contractor's Eligibility
 - Technical Offering including make and model of items but excluding any element of price.
 - Any other document as required in the ITC.
- b) In case the contractor includes its financial bid or any document indicating the financial quote in its technical bid, the bid shall be liable for rejection.
- c) Contractor's financial Bid shall comprise the financial quote submitted in the excel template published along with these Bidding Documents.

10. Financial Bid

Contractors shall use the financial Bid template uploaded along with this bidding document for preparation of their financial Bid. Contractors must enter rates against each line item in the BoQ template. In case rate for any item is left blank, the same shall be considered as zero for the purpose of contract and no correction / compensation shall be possible in the same.

11. Period of Validity of Bids

- a) Bids shall remain valid for a period of 60 days from the deadline of submission of Bids.
- b) In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Contractors to extend the period of validity of their Bids.

12. Format and Signing of Bids

- a) The technical Bids comprising all documents specified under ITC Clause 9 (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 Contractor shall sign, either physically or digitally, on each page of the Bid. This signature should be accompanied by Contractor'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

13. Deadline for Submission of Bids

- a) Bids must be received by the Employer online on the e-procurement portal no later than 1600 hrs on 11th May 2022.
- 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 Employer is of the opinion that further Bids are likely to be submitted if time is extended; or
 - the Bidding Documents are required to be substantially modified and the time for preparations of Bids by the prospective Contractors appears to be insufficient for which such extension is required.
- c) In cases where the time and date of submission of Bids is extended, an amendment to the Bidding Documents shall be issued in accordance with ITC Clause 8.

14. Late Bids

The e-procurement portal does not permit late submission of Bids.

15. Opening of Bids

- a) The technical bids shall be opened at 1600 Hrs on 12th May 2022.
- b) After due evaluation of the technical Bids, the Employer shall notify the date of financial Bid opening on the e-procurement portal.
- c) The financial Bids of only technically qualified Contractors shall be opened.

E. Evaluation and Comparison of Bids

16. Confidentiality

- a) Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Contractors 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 Contractors.
- b) Any effort by a Contractor to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.

17. Preliminary Examination of Bids

- a) The Bid Evaluation Committee constituted by the Employer 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 adequate bid security is enclosed in appropriate form.
 - that the Bid is complete and duly signed by authorized signatory.
 - that the Bid is valid for the period, specified in the Bidding Documents.
 - that the Bid is unconditional; and
 - 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.

18. 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 Contractor 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 Contractor 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 Contractor.

19. Evaluation of Bids

- a) Bids shall be first assessed for responsiveness as stipulated under ITC 17 above.
- b) Bidders' eligibility shall be assessed based on the criteria stipulated under ITC 4.
- c) Financial bids of only technically qualified bidders shall be considered for comparison.
- d) The comparison sheet generated on CPPP shall be primarily considered for identification of L1 and award of contract. However, in case any errors are identified in the system-generated comparison sheet, the same may be prepared manually by the committee based on the financial bids of individual bidders.
- e) The Employer reserves the right to correct obvious arithmetic errors, if any, in the financial bids received from the bidders while preparing the comparison sheet.

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

The Employer 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 Contractors for which the Employer 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 Contractors

F. Award of Contract

21. Award Criteria

Lowest financial offer among the technically qualified contractors shall be considered for award of contract. In case there are multiple contractors offering to complete the work at the same price, contractor having more experience of similar work shall be considered for award.

22. Notification of Award

- a) Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Contractor, in writing, that its Bid has been accepted. The notification letter (hereinafter called the "Letter of Acceptance") shall specify the accepted contract price.
- b) Until a formal Contract is prepared and executed, the Contractor's Bid, the Scope of Work and the Letter of Acceptance shall together constitute a binding Contract.

23. Performance Security

Successful Contractor shall submit a performance bank guarantee amounting to 5% of the accepted price as mentioned in the Letter of Acceptance in the form of a cash deposit / bank guarantee within 14 days of issuance of the Letter of Acceptance failing which the bid shall be liable for rejection and L2 bidder may be considered for award of contract. In case the L1 contractor's financial offer is more than 10% below the estimates, additional performance security equal to 10% of the difference between the estimates and L1 price may be requested from the contractor. The Performance Security shall remain valid for a period of 30 months.

24. Other Statutory Requirements

Successful Contractor shall be required to fulfil insurance and other statutory requirements including submission of signed undertakings assuring compliance with the various standards stipulated in the conditions of contract. Failure of the successful Contractor to submit the same shall constitute sufficient grounds for the annulment of the award. In that event the Employer may award the Contract to the next highest evaluated Contractor, whose Bid is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

25. Signing of Contract

Promptly after notification of Award, the Employer shall send the successful Contractor the Contract Agreement. Within ten days of receipt of the Contract Agreement, the successful Contractor shall sign, date, and return it to the Employer.

Annexure I - Instructions for Online Bid Submission

Contractors 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 Contractors in registering on the CPP Portal, prepare their Bids in accordance with the requirements and submitting their Bids online on the CPP Portal.

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate Contractors 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 Contractors may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the Contractors 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 Contractors through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The Contractor should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Contractor should take into account any corrigendum published on the tender document before submitting their Bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the Bid. Please note the number of covers in which the Bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Bid.
3. Contractor, in advance, should get ready the Bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Contractors. Contractors 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 Contractors to ease the uploading process. If Contractor has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1. Contractor 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. Contractor will be responsible for any delay due to other issues.
2. The Contractor has to digitally sign and upload the required Bid documents one by one as indicated in the tender document.
3. Contractor has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Contractor should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of Bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during Bid submission time, otherwise the uploaded Bid will be rejected.
5. Contractors 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 Contractors. Contractors 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 Contractor). No other cells should be changed. Once the details have been completed, the Contractor should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the Contractor, the Bid will be rejected.

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

ASSISTANCE TO CONTRACTORS

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

Contractors 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 Vikram Satre at +91-82865-87409 during office hours i.e., between 10 AM till 6 PM on weekdays.

Scope of Work

TANK WATERPROOFING:

The following specifications need to be followed to be able to achieve the desired result of treating a porous slab section and also creating a separate water proofing layer.

- a. **Top Surface:** All the wearing coats and water proofing layer existing on the present slab should be removed and the surface properly cleaned. The original slab surface shall be properly cleaned with a water jet prior to application of any treatment. In case of the surface having carbonation or corrosion related distress, this has to be treated first without the final coat of cover built-up being done.
- b. **Bottom Surface:** The plastered surface has to be cleaned and removed. The surface cleaned properly and the surface cracks are to be opened. In case of the surface having carbonation or corrosion related distress, this has to be treated first without the final coat of cover built-up being done. The cracks which are of micro and minor nature (less than 10mm thick) shall be kept open.
- c. **Surface Water proofing treatment.** Making up lost section of concrete/ mortar with thixotropic repair mortar is one component thixotropic dual shrinkage compensated fibre r/f formulation for structural members build up section by hand packing as per manufactures specification applied by mean of hand gloves / by expert applicator. The rehabilitees surface should be free from air gaps, avoids should be in line with existing required line. Line with existing surface includes curing, cleaning complete area etc complete.
- d. **Curing:** Proper curing and safety precaution that form the integral part of the specification shall be also followed in totality.

A. Waterproofing Of Tank inside:

- a. Waterproofing of Water Tank is carried out as described below and in the same sequence.
- b. Break and remove old waterproofing treatment from Tank Slab.
- c. Remove the plaster from the side walls, Ceiling, etc. from the slab top level.
- d. Thoroughly chip and roughen exposed concrete. Clean with wire brushes and wash thoroughly with plenty of water.
- e. Any loose patches in base concrete shall be first repaired. If any steel is exposed, clean it and apply a protective coating. If any cracks are seen, open and seal them as directed by the consultant.
- f. Making up lost section of concrete/ mortar with thixotropic repair mortar is one component thixotropic dual shrinkage compensated fibre r/f formulation for structural members build up section by hand packing as per manufactures specification applied by mean of hand gloves / by expert applicator.
- g. The rehabilitees surface should be free from air gaps, avoids should be in line with existing required line.
- h. Line with existing surface includes curing, cleaning complete area etc complete.

- i. Apply waterproof plaster on internal wall area of tank.
- j. Apply Anti-Bacterial, Food Grade chemical for coating of entire internal part of tank
- k. Completed work is then cured for at least 07 days by ponding method.

B. WATERPROOFING OF TANK TOP :

- a. Clean the top of the chajja and chisel extra mortar if any.
- b. Providing and fixing 3mm APL Membrane sheet.
- c. Cure the water-proofing for at least seven days with soaked gunny bags.

C. EXTERNAL PLASTER:

The external plaster shall be applied in two coats and finished sand-faced.

- a. All the precautions such as covering windows by plywood/tin sheets and tying stitched Hessian to external face of the scaffolding shall be taken. The debris shall be taken down and stacked or carted away as directed.
- b. If the existing plaster is defective, the loose and damaged plaster shall be broken and removed carefully by chipping or by light chiselling, so as not to disturb the sound concrete/brickwork inside.
- c. If the plaster is to be applied on unrepaired concrete surface the exposed concrete surface shall be first roughened by close chipping, and then cleaned with brushing and washing. If roughening of concrete is not possible, then a bond coat such as hack aid plast or equivalent at the interface shall be provided.
- d. If the plaster is to be applied on repaired concrete surface, the base shall be kept rough to provide a key to the plaster.
- e. The surface to be plastered shall be cleaned of loose materials, is thoroughly watered and kept adequately wet during plastering.
- f. If plaster is done in patches, the bond coat must also be applied on the edges of old plaster in contact with new plaster.

The external plaster shall be applied in two coats:-

- g. **The first coat is mortar in cement:** sand 1:4 proportions, with a water cement ratio not exceeding 0.45. The surface shall be even and without any undulations so as to have a thin second coat. The first coat is made rough to provide a key to the second coat. The base plaster shall be thoroughly watered and cured for minimum two days before the second coat is applied. If second coat is not to be done immediately, then minimum seven days curing must be done.
- h. **The second coat shall be a thin layer of mortar with cement:** sand 1:3, using, fine washed sand and the approved additive, applied evenly by a trowel and finished to required granular texture by a rubber sponge. The final line, level and plane shall match the existing unbroken plaster. The second coat shall be kept wet by watering and shall not be allowed to dry for at least seven days.

D. LIST OF APPROVED MAKES OF MATERIALS / TRADE

- a. Unless otherwise mentioned any one of the approved makes or brands shall be allowed to be used. Other specific equivalent brands with BIS mark may be allowed to be used if approved by SEEPZ-SEZ.
- b. The tenderer shall distinctly understand that it will not be their prerogative to insist on a particular brand from the list. Final selection will be done with the approval of SEEPZ-SEZ.
- c. Wherever contractor proposes to use equivalent makes (i.e. other than specified), the same shall be done after prior approval of the Employer / Architect. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained in this regard.
- d. If the schedule of quantities prescribes a particular brand of materials or fittings, the same shall be considered while quoting the rates.

S No.	Material	Brand
1.	Cement	ACC / Ambuja / L&T / Sankar / Ramco / Coromandel
2.	Sand	Vaitrana river sand
3.	High strength fibre glass repair mortar (Thixotropic)	Sika / BSF
4.	Rust Passivator	Sika / Ruskil / Rusticide
5.	Water Proofing Compound	CICO / Algiproof /Impermo/ Fosroc/Dr. Fixit/Roff/Sunanda / Sika
6.	GI Pipes	TATA, Zenith
7.	PVC Pipes	Supreme. Astral, Prince

SAMPLES FOR APPROVAL

Contractor, before supply of material should show the samples of all the materials to the Client and get it approved. However, it should be noted that approval from the Engineer shall not relieve the Contractor of his responsibility and any damage to the property or any loss of life due to the negligence in this regard shall be at the Contractor's account.

SAFETY PRECAUTIONS

1. The Contractor shall maintain in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30 cm. Clear and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.

4. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
5. Workers employed on mixing and handling material such as asphalt, cement, mortar shall be provided with protective footwear and rubber hand gloves.
6. Hoisting machine and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.
7. The Employer reserves the right to instruct the Contractors to take additional safety precautions if found necessary.
8. All workers shall be provided with helmet, Safety Shoes and Safety belts.
9. All workers shall be provided kits in order to ensure the COVID-19 appropriate behavior in the premises.

Form of Letter of Bid

The Contractor must prepare the Letter of Bid on its letterhead clearly showing the Contractors 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.:

To,
The Development Commissioner
SEEPZ, SEZ Authority
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 Contractor and the Terms and Conditions of Contract.
2. We meet the eligibility requirements in accordance with ITC 4 and have no Conflict of Interest in accordance with GFR 175.
3. We offer to complete, in conformity with the Bidding Documents, the following works: Waterproofing Treatment of Overhead Water Storage Tank (Inside & Outside) & Allied Works of SDF 1 Building (A Wing) at SEEPZ SEZ, Mumbai.
4. Our final price offer is as submitted in our financial Bid.
5. Our Bid shall remain valid for 60 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. We are not participating, as a Contractor or as a sub-Contractor, in more than one Bid in this bidding process.
7. We are not debarred by any procuring entity of the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called.
8. 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.
9. We hereby certify that we neither are associated nor have been associated directly or indirectly with the officials / consultants 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.

10. 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.
11. 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.
12. 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.
13. 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
14. We understand that SEEPZ SEZ Authority is not bound to accept the L1 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 Contractor:

Name of Contractors Authorized Signatory:

Designation of the person signing the Bid:

Signature of the person named above

Date signed

Checklist of documents comprising Bid

SN	Document	Included (Y/N)	Page No.
1	Checklist of documents comprising Bid		
2	Bid Security (EMD)		
3	Power of Attorney / Authorization Letter		
4	Letter of Bid		
5	Eligibility Documents		
6	Financial Bid (to be uploaded in a separate folder)		NA

Format for Letter of Acceptance

{On Employer's Letterhead}

Date:

To: {Insert Name and Address of the Successful Contractor}

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

This is to notify you that your Bid dated [*insert date of Bid submitted by the Contractor*] for the execution of services titled "<insert title>" against RFB Ref. No. [*insert Bid Ref. No.*] is hereby accepted by the Employer for the Contract Price of Rs. [*insert amount in numbers and words*], as evaluated in accordance with the Instructions to Contractors.

You are requested to submit the performance security amounting to Rs. [*insert amount in numbers and words*] and execute the contract agreement within 14 days of receipt of this Letter. Till a contract agreement is executed, this Letter along with your accepted Bids shall constitute a valid and mutually binding contract.

Authorized Signature:

Name and Designation of Signatory:

Name of Employer:

Terms and Conditions of Contract

1. Time of Completion: The time of completion for the work shall be 30 days from the date of issue of work order. (Contingency emergency repair work nature)
2. Liquidated damages for delay in completion of the works will be levied at 0.25% of the value of the accepted tender for every week of delay or part thereof, subject to maximum of 5% of the value of the accepted tender.
3. The successful bidder shall execute an agreement with SEEPZ-SEZ Authority at his cost on non-judicial stamp paper of worth as per Article 5 h A (iii) of Schedule I of the Bombay Stamp Act, 1956 as amended in accordance with the standard format enclosed (articles of agreement) within 14 days from the date of issue of work order.
4. The contractors are advised to conduct a site survey and satisfy themselves about the overall feasibility of work. The clarifications being sought be submitted in writing at our Office or e-mail to dcseepz-mah@nic.in at least two working days prior to the last date of Submission of Bids.
5. The works shall commence within 10 working days from the date of issuance of the work order or the date on which the contractor is instructed to take possession of the site whichever is later.
6. Water and electricity required for execution of the works shall be provided by the Employer.
7. Laborers' stay at site is not permissible.
8. All the protocols / guidelines related to COVID – 19 or other matters fixed by government to be followed by the contractor at own his cost.
9. The defect liability period shall be 24 Months (Twenty-Four Months) from the date of work completion as certified by the Employer's representative.
10. The requirement for work warranty shall be as follows:
 - i. For Tank waterproofing work - 07 Years.
 - ii. For structural & Civil Repair work - 07 Years.
 - iii. Contractor has to give work warranty on Rs. 500/- stamp paper mentioning that the contractor shall rectify defects, if any, immediately when reported by the client during the warranty period.
11. Payment Terms:
 - i. R.A Bills payment will be released within 08 days of the certification of Bill by concerned Employer's representative.
 - ii. Final Bill payment will be released within 15 days of the certification of final Bill by concerned Employer's representative.

- iii. An amount of 5% shall be retained from each of the contractor's payments as retention money. The same shall be released after the defect liability period. No interest shall be payable on the retention money.
 - iv. Liquidated damages amounting to 0.1% of contract value shall be levied for per day of delay subject to maximum 5% of the contract value.
12. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Employer.
 13. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works, and of the prices stated in the Schedule of Quantities and/or Schedule of Rates and prices, which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.
 14. From commencement to completion of works, the Contractor shall take full responsibility for the care of the work and for taking precautions to prevent any loss or damage to the works and shall be liable for any damage or loss or theft that may arise to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as lightning, explosion, earthquake, storm, hurricane, floods, inundation, riots excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.
 15. The contractor shall indemnify and keep indemnified the Employer against all losses and claims, damages or compensation under the provision of the payments of Wages Act 1936, Minimum Wage Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, the Maternity Benefit Act 1961, Bombay Shops and Establishment Act 1947, Industrial Dispute Act 1947, and the Contractor Labour (Regulation and Abolition) Act, 1970 and Employee's State Insurance Act or any modification there of or any other law relating thereto and rules made there under from time to time or as consequence of any accident or injury to any work men or other person in or about the work whether in the employment of the employer or Contractor or not, and also against cost, charges and expenses of any suit, action or proceedings what so ever out of such accident or injury of combination or any such claim.
 16. The Contractor shall give all necessary personal superintendence during the execution of the works and as long thereafter as the Employer may consider it necessary until the expiration of the "Defects Liability Period". The Contractor shall meet the Employer or his representative whenever required if demanded by Employer.
 17. The Contractor shall on the request of the Employer immediately dismiss from the works any person Employed there-on who may, in the opinion of the Employer, be unsuitable or incompetent or who may misconduct himself and such person shall not again be employed or allowed on the works without the permission of the Employer.

18. The Employer may from time to time intimate the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified Engineer to assist the Employer or their representative in taking such measurements and calculations and to furnish all particulars or give all assistance required by either of them.
19. Should the Contractor not attend or neglect or omit to send such agent, then the measurements taken by the Employer or approved by him shall be taken to be the correct measurements. The works shall be measured according to the mode of measurements stated in the annexed general specifications. The measurement shall wherever not mention in the tender be taken in accordance with the Indian Standard of "Method of Measurement of Building Works (I.S. 1200 Part-B and its latest revision), if any".
20. Should it be found after the completion of the works from measurements taken in accordance with the previous paragraph that any of the quantities or amounts of works thus ascertained are less or greater than the amounts specified for the works in the priced Schedule of Quantities and/or that any variation is made, the valuation thereof, unless previously or otherwise agreed upon, shall be made in accordance with the following rules:-
 - i. The net rates or prices in the original Tender shall determine the evaluation of the extra work where extra work is of a similar character and executed under similar conditions as the work priced therein.
 - ii. The net rates or prices in the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under (iii) hereof.
 - iii. Where the extra works are not of similar character and / or not executed under similar condition as a foresaid or where the omissions vary, the conditions under which any remaining items of works are carried out or if the amount any omission or additions relative to the amount of the whole of the Contract works or to be any part thereof shall be such that in the opinion of the Employer, the net rate or price contain in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or prices as in the circumstances considers reasonable and proper, on the basis of actual rate analysis for cost of work involved plus fifteen percent towards contractor's overhead and profits, which shall be final and binding on the contractor. The rate analysis to be approved by the Client before finalization of such rates. No escalation shall be entertained on the extra or deviated items.
21. The measurement and valuation in respect of the Final Contract as executed shall be completed within the "Period of Final Measurement" or within 3 (three) months of the completion of the Contracted works (Certificate of Virtual Completion).
22. The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works, within such reasonable time as may be specified in the order, of any materials which, in the opinion of the Employer are not in accordance with the specifications or the instructions of the Employer and the substitution of proper materials and the removal and proper re-execution of any such work, which has been executed with materials or workmanship, not in accordance with the Drawings and

Specifications or instructions, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order the Employer shall have power to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor, and shall be recoverable from him on behalf of the Employer or may be deducted by the Employer from any money due or that may become due to the Contractor. If the correcting works are not done in accordance with the contract, the Employer in consultation with the Employer may allow such work to remain and, in that case, may make allowance for the difference in value together with such further allowance for damages to the Employer, as may be reasonable.

23. Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto or if none stated, then for a period of five years after the Virtual Completion of the work and responsibility for making good at their own cost of the latent / patent imperfections or defect becoming apparent during this period arising in the opinion of the Employer from materials or workmanship not in accordance with the Contract, shall upon the directions and writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his cost, unless, the Employer in consultation with the Employer shall decide that he ought to be paid for such amending and making good and in case of default the Employer may employ and pay other persons to amend and make good such defects, or faults, and all damages, loss and expenses consequent thereon or incidental there to shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer upon the Employer Certificate in writing from any moneys due or that may become due to the Contractor or the Employer may in lieu of such amending and making good by the Contractor, deduct from any money due to the Contract or a sum, to be determined by the Employer, equivalent to the cost of amending such works, and in the event the amount retained (Certificate and Payments) being insufficient, recover the balance from the Contractor.
24. If in the opinion of the Employer the works be delayed
- i. By force majeure or
 - ii. By reason of any exceptionally inclement weather or
 - iii. By reason of proceeding stake nor threatened by the dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or
 - iv. By the works or delays of other Contractors or tradesmen engaged or nominated by the Employer or the Employer and not referred to in the Schedule of Quantities and/or Specifications or
 - v. By reason of Employer instructions, or
 - vi. By reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or

- vii. In consequence of the Contractor not having in due time necessary instructions from the Employer for which he shall have specifically applied in writing, ahead of time, giving the Employer reason able time to prepare such instructions,
- 25. The Employer shall make affair and reasonable extension of time for completion of the Contracted works. In case of such strike or lock-out, the Contractor shall, as soon as may be, given written notice thereof to the Employer, but the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with the work.
- 26. The Contractor shall take all practicable steps to avoid or reduce any delay in the execution and completion of the works.
- 27. The contractor shall at all times keep the Site clean and shall dispose of all rubbish and offensive material in a manner approved by the Employer.
- 28. The Contractor shall take all necessary precautions in reducing noise of plant by means of mufflers, silencers, screens, etc.
- 29. Work liable to create dust shall be well wetted before being executed.
- 30. The work shall be carried out strictly in accordance with the time schedule and other instructions given by the Employer taking care to cause minimum amount of noise, dust and another nuisance at the site.