



**SEEPZ SEZ AUTHORITY**

**Least Cost Selection (LCS)**

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

**REQUEST FOR BIDS**

FOR

**EXCAVATION, SHORE PILING WORKS AT CONSTRUCTION SITE OF MEGA CFC  
BUILDING AT SEEPZ-SEZ, ANDHERI, MUMBAI. MAHARASHTRA.**

Tender Ref. No.: E-FNC/21/2021-EF/EXV

Date of Issue: 5 August 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](mailto: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/21/2021-EF/EXV
2	Tender Title	Excavation, Shore Piling works, Levelling & Fine Dressing of Land at construction site of Mega CFC Building at SEEPZ-SEZ, Andheri, Mumbai. Maharashtra
3	Brief Description	Earth work in excavation by suitable means (mechanical and manual) over areas including getting out and disposal of excavated earth to designated sites of Municipal Corporation of Greater Mumbai (MCGM) outside SEEPZ SEZ Premises. The cost of disposal is in Contractor's scope. No additional cost shall be paid. Shore Piling, Levelling & neatly dressing of surface completely and Fine dressing of ground suitable for further activities
4	Cost of Request for Bid	Request for Proposals can be downloaded free of cost from the following websites: <a href="https://eprocure.gov.in/eprocure/apphttp://seepz.gov.in/tender.aspx">https://eprocure.gov.in/eprocure/apphttp://seepz.gov.in/tender.aspx</a>
5	Tender Fee	Nil
6	Estimated Cost of Work	INR 3 Crores (Three Crores Only) Excluding GST
7	Date of Tender Publishing	5 <sup>th</sup> August 2022
8	Date and time till which physical visits prospective Bidders to SEEPZ SEZ premises are permissible	5 <sup>th</sup> August 2022 to 20 <sup>th</sup> August 2022
9	Pre-bid Meeting	12 <sup>th</sup> August 2022, 1500 Hrs
10	Last date and time for Submission of Bid (Technical + Financial Proposals)	23 <sup>rd</sup> August 2022 till 1600 Hrs
11	Date and time of opening of Technical Bid	24 <sup>th</sup> August 2022 at 1630 Hrs
12	Tentative date for publication of technical evaluation results	26 <sup>th</sup> August 2022
13	Tentative date for opening of financial Bid	26 <sup>th</sup> August 2022

14	Expected date of Award of Contract	29 <sup>th</sup> August 2022
15	Help Desk No. (For E -Procurement and Technical Assistance)	Email: - dcseepz-mah@nic.in Landline:- 022 – 28294756 Cell No.:- 8291575873 (Mr G. Bhandari) 8286587409 (Mr Vikram Satre) eProcurement Helpdesk No (New Delhi) 0120-4200462, 0120-4001002, 0120-4001005 For Technical Assistance:- 9930435930 (Mr Shardul Rawle)
16	Link for accessing training schedule regarding use of e-procurement portal by Bidders may be found at:	<a href="https://eprocure.gov.in/cppp/trainingdisp">https://eprocure.gov.in/cppp/trainingdisp</a>
17	Authority to be contacted in case of any clarification / request for entry permission for physical visit	Mr G Bhandari Cell No: +91 8291575873 Email: <a href="mailto:gs.bhandari12@nic.in">gs.bhandari12@nic.in</a>

## **DISCLAIMER**

The information contained in this Bidding Documents (hereinafter referred to as "RFB") document provided to the Bidders, by Development Commissioner, SEEPZ SEZ, Mumbai referred to as Employer, or any of their employees or advisors, is provided to the Bidder(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 Bidder(s) with information to assist in the formulation of Bids. This RFB document does not purport to contain all the information each Bidder 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 Bidder who reads or uses this RFB document. Each Bidder 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 Bidder 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 Bidder 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.:** E-FNC/21/2021-EF/EXV

**Date:** 5 August 2022

**Tender Title:** EXCAVATION, SHORE PILING WORKS AT CONSTRUCTION SITE OF MEGA CFC BUILDING AT SEEPZ-SEZ, ANDHERI, MUMBAI. MAHARASHTRA.

1. The SEEPZ- SEZ Authority invites online Bids from eligible Bidders for the works of Excavation, Shore Piling works at construction site of Mega CFC Building at SEEPZ-SEZ, Andheri, Mumbai. Maharashtra
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/eprocure/app>. Bidders 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 INR 9,00,000/- in the form of a demand draft raised in the name of "SEEPZ-SEZ Authority funds" payable at Mumbai or by NEFT as per details below.

Name of Account: SEEPZ-SEZ AUTHORITY FUND

Account No:3490116402

Name of Bank: CENTRAL BANK OF INDIA

Address of Bank: SEEPZ-SEZ BRANCH, ANDHERI, MUMBAI

IFSC Code of Bank: CBIN0280595

After completion of NEFT, the acknowledgement receipt must be uploaded along with the bid. The bidder shall confirm with Account Officer about the success of NEFT submission. Account Officer's details are as follow

Name: Mr Suresh George

Contact No.+022 28294748

5. Interested Bidders must register on the e-procurement portal and upload their technical and financial Bids separately within the stipulated date and time i.e., 23.08.2022 up to 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. In case of any issues or queries related to the e-procurement portal, kindly send an email request to [dcseepz-mah@nic.in](mailto:dcseepz-mah@nic.in) or contact on 022-28294731
7. The Bidder 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 25.08.2022 at 1630 Hrs. Bidders 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 Bidders 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.

  
Development Commissioner  
SEEPZ SEZ Authority



## **Instructions to Bidders (ITB)**

### **A. General**

#### **1. Introduction**

- a) Before preparing the Bid and submitting the same to the Employer, 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 Bidder.
- b) The successful Bidder 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 Bidder and all subsequent correspondences and documents relating to the Bid exchanged between the Bidder and the Employer, 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 Employer and all officers or employees of the Employer, whether involved in the procurement process or otherwise, or Bidder 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 Bidder or a prospective Bidder, the SEEPZ SEZ Authority, after giving a reasonable opportunity of being heard, may take appropriate measures including –
  - i. exclusion of the Bidder from the e-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 Bidder from participation in any future procurements of any Employer for a period of up to three years.

#### **4. Eligibility**

The Bidder 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 proprietary firm / or working with Pvt. ltd. company / ltd. company / LLP and must be in business of similar nature for at least 5 years.	Copy of the incorporation / registration certificate clearly indicating the nature of business.
2	Must possess a valid GST, PAN, EPFO and ESIC	Copies of GST, PAN, EPFO and ESIC
3	Must have average turnover of at least Rs. 50 Lakh during the last 5 financial years i.e., FY 2019-2020, FY 2020-2021, and FY 2021-2022.	Audited financial statements for the past 5 financial years.
4	<p>Must have completed past 7 financial years For the following:</p> <p>Three similar completed works costing not less than the INR 1.2 Cr; or</p> <p>Two similar completed works costing not less than the INR 1.5 Cr; or</p> <p>One similar completed work costing not less than the INR 2.4 Cr</p> <p><i>Similar work means successfully executed and completed projects involving Earth work in excavation by suitable means (mechanical and manual) over areas including getting out and disposal of excavated earth to designated sites of Municipal Corporation of Greater Mumbai (MCGM)</i></p>	<p>Summary of relevant experiences.</p> <p>Work order / LOA copy / Completion certificate for each experience cited. In case of Government Project, certificate should be signed by Executive Engineer level or above.</p> <p>(As an exclusive contract for similar works or part of project which includes similar works)</p>
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. and should also have not abandoned any work of the central government or by any state government or by multilateral or private agencies.	The bidder shall submit on the company letter head a self declaration affirming the same; the declaration shall be duly signed at the Managing Director level.

## 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 SEZ 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 ITB.
- b) 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 Request for Propose.

### **7. 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 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 Bidders.
- b) 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**

### **9. Documents Comprising Bid**

- a) Bidder's technical Bid shall comprise the following:
  - EMD/ Bid Security as stipulated in the notice inviting bids. (if applicable)
  - 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 ITB.
- b) In case the Bidder includes its financial bid or any document indicating the financial quote

in its technical bid, the bid shall be liable for rejection.

- c) Bidder's financial Bid shall comprise the financial quote submitted in the excel template published along with these Bidding Documents.

#### **10. Financial Bid**

Bidders shall use the financial Bid template uploaded along with this bidding document for preparation of their financial Bid. Bidders 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 90 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 Bidders to extend the period of validity of their Bids.

#### **12. Format and Signing of Bids**

- a) The technical Bids comprising all documents specified under ITB 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 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**

##### **13. Deadline for Submission of Bids**

- a) Proposals must be received by the Client online on the e-procurement portal no later than the date and time specified in the Data Sheet.

##### **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 1630 Hrs on 25.08.2022.
- 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 Bidders 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 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 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 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. 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.

### **19. Evaluation of Bids**

- a) Bids shall be first assessed for responsiveness as stipulated under ITB 17 above.
- b) Bidders' eligibility shall be assessed based on the criteria stipulated under ITB 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 Bidders 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 Bidders

## **F. Award of Contract**

### **21. Award Criteria**

Lowest financial offer among the technically qualified Bidders shall be considered for award of contract. In case there are multiple Bidders offering to complete the work at the same price, Bidder 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 Bidder, 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 Bidder’s Bid, the Scope of Work and the Letter of Acceptance shall together constitute a binding Contract.

### **23. Performance Security**

Successful Bidder shall submit a performance bank guarantee amounting to 3% 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 Bidder’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 Bidder. The Performance Security shall remain valid till 60 days after completion of Defect Liability Period.

### **24. Other Statutory Requirements**

Successful Bidder 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 Bidder 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 Bidder, 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 Bidder the Contract Agreement. Within ten days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

## **Annexure I - Instructions for Online Bid Submission**

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

### **REGISTRATION**

1. Bidders are required to 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 Bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPPP.
4. Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

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



## **PREPARATION OF BIDS**

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

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

## **SUBMISSION OF BIDS**

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

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

#### **ASSISTANCE TO BIDDERS**

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

Bidders may avail the free training on the use of e-procurement system as per the schedule published at the following link: <https://eprocure.gov.in/cppp/trainingdisp>. In case of any further queries, please contact Shri G Bhandari at +91-82915-75873, Shri Vikram Satre at +91-82865-87409 during office hours i.e., between 10 AM till 6 PM on weekdays. For Technical Assistance please contact Shri Shardul Rawle at +91-99304-35930

## **GENERAL CONDITIONS OF CONTRACT**

1. All the work shall be done as per the details mentioned in this document.
2. Electricity and water, if supplied by the department at site to the bidder Shall be chargeable or the successful bidder can also make his own arrangement.
3. The firm should not be blacklisted in any state or by any agency/ department.
4. Detailed terms and conditions as well as the technical specifications for all the items as indicated in the tender documents shall be the basis for tender to be submitted by the bidders.
5. The bids shall be evaluated by a committee to be constituted by competent authority. The committee will evaluate technical bid of this tender to identify the technically successful bidder for the opening of financial bid.
6. The bidder shall have project execution capability and service capability as stipulated here to meet the minimum eligibility criteria.
7. The bidder shall not have abandoned any work of Government of India or any State Government or any Private Sector client. The bidder shall submit on the company letter head a declaration affirming the same; the declaration shall be duly signed at the Managing Director level.
8. Information regarding litigation, expulsions and blacklisting if any, shall be submitted with details to enable evaluation by the committee.
9. The bidder shall at his cost take an Accident Insurance Policy and should have Contractor's All Risk (CAR) policy. or his personnel engaged at site during erecting as well as during maintenance period. The policy shall cover workman compensation act.
10. The bidder at his cost shall comply with all the labour laws and other statutory requirements during the project completion phase.
11. The bidder shall set out the excavation lines as per the good for construction drawings and get the same approved by the design consultant by submitting a formal request in an approved format, prior to starting the work at site.
12. All machinery and equipment brought to site for carrying out the work as stipulated in this
13. document shall have valid fitness certificates, licenses to operate, in force comprehensive insurance policies covering all aspects of the scope of work and associated risks and shall be submitted to the competent authority prior to commencement of work at site.
14. The Competent Authority shall not be responsible in any way for the risks associated and any compensation thereof as associated with the scope of work as stipulated in this document.
15. The successful bidder at his cost shall obtain all necessary clearances, permits approvals etc from all authorities as maybe necessary for successfully completing the obligations of this bid.
16. Dewatering of Excavated area till the handover shall have to be borne by the contractor and shall be covered within his quoted/negotiated fees and nothing extra shall be payable on this account.
17. All the official fees payable to statutory authorities including royalties etc. shall be paid by the tender issuing authority.
18. Prior to commencement of excavation and shoring works at site the contractor shall ensure all initial ground levels are taken and recorded and a suitable permanent benchmark established at site; so as to enable taking final excavated levels and depths of shore piles. All such measurements both initial and final shall be officially submitted after due verification and sign off from Engineer-In-Charge. No extra cost shall be paid for this activity.

## 19. Variations and Claims

### 19.1 Powers of Variations

- (1) the Contract Manager, on behalf of the Procuring Entity, in consultation with the Contractor, order variations in writing to enlarge or extend, diminish, or reduce the Services or make any alterations in their design, inputs, site, quantities, sequence or timing, dimensions or the method of their execution or the combination and use of materials for the execution thereof or to order any additional service to be performed or any Services not to be performed. The contractor shall not be entitled to any compensation for any increase/reduction in the quantities of work but shall be paid only for the actual amount of work done..
- (2) Unless otherwise stipulated, the accepted variation in the quantity of each contract item would be upto 25% of the quantity initially contracted. The contractor shall be bound to carry out the service at the agreed rates and shall not be entitled to any claim or compensation whatsoever upto the limit of 25% variation in the quantity of the individual item of services.
- (3) If the Contract Managers decide to increase the variation beyond 25% of Contracted quantity after internal approvals, the rates and acceptability shall be mutually agreed upon.

### 19.2 Valuation of Variations

- (1) The variation referred to in sub-clause above shall in no degree affect the validity of the contract; but shall be performed by the contractor as provided therein and be subject to the same conditions, stipulations, and obligations as if they had been initially and expressively included and provided for in the contract and the amounts to be paid therefore shall be calculated as per the Price Schedule. Any extra items/quantities of Services falling outside the purview of the provisions of Price Schedule above shall be paid for at the rates determined under GCC-clause 18.3 of these Conditions.

### 19.3 Rates for Extra Items

- (1) Any extra item of Service carried out by the contractor on the instructions of the Contract Manager which is not included in the Price Schedule shall be executed at the rate agreed upon between the Contract Manager and the contractor before the execution of such items of service.
- (2) The contractors shall be bound to notify the Contract Manager at least seven days before the necessity arises to execute such extra items of Services for which the Price Schedule/ Contract does not include rate or rates.
- (3) The rates payable for such extra items shall be decided at the meeting between the Contract Manager and Contractor, in as short a period as possible after the need for the extra item has come to the notice. In case the contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Procuring Entity shall be entitled to execute such extra items of Service by other means, and the contractor shall have no claim for loss or damage that may result from such procedure.

- (4) Provided that if the contractor commences such items of Service or incurs any expenditure in this regard before the rates as determined and agreed upon as mentioned above, then and in such a case, the contractor shall only be entitled to be paid in respect of the Services carried out or expenditure incurred by him before the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Contract Manager. However, if the contractor is not satisfied with the decision of the Contract Manager in this respect, he may appeal to the Head of Procurement within 30 days of getting the decision of the Contract Manager, supported by analysis of the rates claimed. The Head of Procurement's decision after hearing both the parties in the matter would be final and binding on the contractor and the Procuring Entity.
- (5) Any claim for extra items shall be supported by invoices and capped on market rates as prevalent and the same shall be mutually agreed between the Contractor and the procuring entity.

20. Contractor shall submit the RA bills in electronic format supported by Electronic Measurement Books (e-MBs) in MS Excel or other suitable electronic formats, all to the approval of the Project Head/Engineer in charge. The contractor shall get the electronic formats approved by the Project Head/Engineer in Charge prior to submission of the same. All supporting documentation as maybe necessary to establish the correctness and accuracy of the submitted measurements must be submitted by the Contractor along with the RA bills in electronic format after getting the same approved by the Project Head/Engineer in Charge.

#### 21. Sub-contract

The Contractor shall not Subcontract the whole of the works. Except where otherwise provided in the Contract, the Contractor shall not subcontract any part of the works without the prior consent of the Engineer in writing and in-any case not beyond 30% of the contract value. Any such consent shall not relieve the Contractor from any of his liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his representative, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor.

Provided that the Contractor Shall not be required to obtain such consent for

- a) The provision of labour, or
- b) The purchase of materials which are in accordance With the specifications/standards specified in the Contract, or
- c) The subcontracting of any part of the works for which the subcontractor is named in the contract.
- d) The purchase of Plants and Equipment for execution of the works.
- e) The hiring of Plants and Equipment for execution of the works.

Provided always that execution of specific works by petty contractors, or on piecework basis, under the personal Supervision of the Contractor, shall not be deemed to be subcontracting under this clause.

22. The costs associated with the items as described in the notes of the BoQ (which is part of the financial Bid) shall be included in the rates against appropriate items as mentioned in the BoQ.
23. The General Conditions of Contract (GCC) for Construction Works, 2020 and Works Manual, 2022 along with the standard operating procedures (SOP),2022 published by CPWD shall be applicable to this work
24. All the applicable Tests during execution works shall be carried out as per applicable IS Codes. Tests shall be done in reputed Government accredited/ approved laboratories/ Government Institutions. Testing charges to be borne by the contractor. All expenditure to be incurred for

testing of samples e.g. packaging, sealing, transportation, loading, unloading etc. including testing charges shall be borne by the contractor.

## Form of Letter of Bid

*The Bidder 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 Bidder and the Terms and Conditions of Contract.
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 complete, in conformity with the Bidding Documents, the following works: Excavation, Levelling & Fine Dressing of Land at construction site of Mega CFC Building at SEEPZ-SEZ, Andheri, Mumbai. Maharashtra Our final price offer is as submitted in our financial Bid.
4. Our Bid shall remain valid for 90 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.
5. We are not participating, as a Bidder, in more than one Bid in this bidding process.
6. 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.
7. 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 are in contravention of the Code of Integrity proscribed in GFR 175.
8. We hereby certify that we neither are associated nor have been associated directly or indirectly with the officials / Contractors 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.
9. 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.
10. 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.
11. 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 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.

12. 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
13. 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 Bidder:

Name of Bidders 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) – Submission acknowledgement details.		
3	Power of Attorney / Authorization Letter		
4	Letter of Bid		
5	Eligibility Documents (Refer Form 4, Form 5, Audited financial statements for the past 5 financial years.)		
6	Form 2: Declaration from Bidder		
7	CVs of Key Personnel as per Terms and Conditions of Contract (Resident Engineer/ Project Manager, Civil or Structural Engineer, Safety Officer) – Refer Form 3		
8	Any other relevant document		
9	Financial Bid (to be uploaded in a separate folder)	To be attached separately	NA

**Format for Letter of Acceptance**

*{On Employer's Letterhead}*

Date:

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

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

This is to notify you that your Bid dated *[insert date of Bid submitted by the 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: .....

## **Special Conditions of Contract**

1. Successful Bidder shall deploy the following personnel as a minimum, on site immediately on award of contract and throughout its entire duration of contract until handover of works to the satisfaction of all stakeholders.
  - a) **Resident Engineer/ Project Manager** – minimum 10 years of experience  
Minimum qualification- BE/ BTech in Civil Engineering
  - b) **Civil or Structural Engineer** – minimum 5 years of experience  
Minimum qualification- BE/ BTech in Civil Engineering
  - c) **Safety Officer** – minimum 5 years of experience preferably in engineering qualification
2. Precautionary measures need be taken excavation and shoring prior to taking up the excavation and shoring work at site, including adopting all safety measures as may be necessary to ensure safety of workers, other personnel, materials at site and all adjoining structure.
3. The contractor shall develop and submit the Quality Assurance Plan (QAP) and Inspection and Testing Plan (ITP) as required by the scope of work and get it approved from Project Head/ the Engineer in Charge. The records of tests to be conducted as per ITP and tests done shall also be kept by the Contractor. All charges associated with the testing process shall be under Contractor's Scope.
4. While excavation and shoring works the existing unsafe buildings, any nuisance to the neighbourhoods shall not be created and damage to the other adjacent buildings shall not be done.
5. All necessary arrangements should be made prior to actual commencement of excavation and shoring work and proper signs, displaying the arrangement that excavation and shoring work is in progress, should be placed at prominent places.
6. It is always desirable that the excavation and shoring work should preferably be done during daytime. However, if such work must be carried out at night, proper prior permission from Engineer-in- Charge shall be obtained apart from making proper lighting arrangement with warning signals and red alert signals. Watchmen should be necessarily provided to avoid probable accidental injuries, if any, to workers or members of public at large.
7. Quick removal of the excavated materials is necessary so that the space inside is free for movement of the workers and vehicles as and when necessary. The entrance and exit of the site must be kept free to ensure quick removal of the excavated materials.
8. Frequent checking of the temporary supporting structures need be made to avoid any disaster from them.
9. Excavated material shall be removed and disposed of outside Campus / SEEPZ site as soon as it accumulates in one removable unit (truck/tempo load) of quantity either by mass or volume or even less than that whenever specifically directed by the Engineer-in- Charge.
10. During excavation and shoring works, if any mishap occurs, it will be entirely at the contractor's risk and cost and peril, and any compensation payable is to be borne by the contractor.
11. The excavation and shoring activity is to be planned in such a way that it produces the least noise.
12. The dust during excavation and shoring is to be restricted by spraying water to avoid particulate pollution in the air.
13. Necessary care should be taken while disposal of excavated materials that there will not be any spillage. The vehicle carrying such materials should be duly covered / equipped with suitable arrangement.
14. Necessary permission to dump debris on the dumping ground, if any, may be obtained by the contractor from the concerned authority at his own cost.

15. All the workers engaged in excavation and shoring activity shall be got suitably insured by the contractor under his sole cost and responsibility by paying necessary consideration/ premium for the same.
16. No entry to the site to the contractor/ his representative/ worker shall be allowed without production of appropriate identity proof. They should use existing entry/ exit arrangement prevailing at site. Entry permission will be issued by the SEEPZ-SEZ Authority.
17. The whole of the works included in the contract shall be executed by the Contractor and the Contractor is not to sublet the work thereof or any interest therein, The Contractor shall be responsible for all injuries or damages to persons, animals, or things and for all damage to property, which may arise from any act of omission on the part of the Contractor. The liability under this clause shall cover also inter-alia any damage to structures, whether immediately adjacent to the works or otherwise, any damage to roads, streets, footpaths, as well as damage caused to the building and other structures and works forming the subject matter of this contract. The Contractor shall indemnify and keep indemnified the Engineer-in-charge and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon any such third-party claims.
18. Delay and extension of time:
  - by force majeure or
  - by reason of any exceptionally inclement weather or
  - by the works or delays of other Contractors or
  - by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or
  - From other causes which the Engineer-in-charge may certify as beyond the control of Contractor, Engineer-in-charge may make a fair and reasonable extension of time for completion of the contract works. In case of such strike or lock-out, the Contractor shall immediately give written notice thereof to the Engineer-in-charge, 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 Engineer-in-charge to proceed with work.
19. Settlement of disputes through arbitration:

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or things whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution of failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.

  - If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-charge on any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable, he shall promptly within 15 days request the Engineer-in-charge in writing for written instruction or decision. Thereupon, the Engineer-in-charge shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

- If the Engineer-in-charge fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Engineer-in-charge, the contractor may within 15 days of the receipt of Engineer-in-charge's decision, appeal to the SEEPZ-SEZ Authority who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The SEEPZ-SEZ Authority shall give his decision within 30 days of receipt of contractor's appeal. If the contractor is dissatisfied with the decision of the SEEPZ-SEZ Authority the contractor may within 30 days from the receipt of the SEEPZ-SEZ Authority decision appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Chief Engineer. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal. The constitution of Dispute Redressal Committee (DRC) shall be as indicated in Schedule 'F' If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) then either party may within a period of 30 days from the receipt of decision of Dispute Redressal Committee (DRC) give notice to the Chief Engineer for appointment of arbitrator or prescribed proforma as per Appendix XV failing which the said decision shall be final binding and conclusive and not referable to the adjudication by the arbitrator.

It is a term of contract that each party invoking arbitration must exhaust the aforesaid mechanism of settlement of claims/ disputes prior to invoking arbitration.

Except where the decision has become final, binding, and conclusive in terms above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the SEEPZ-SEZ Authority, in charge of the work. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his appointment or vacate his office to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chief Engineer of the appeal.

It is also a term of this contract that no person, other than a person appointed by SEEPZ-SEZ Authority as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-Charge that the final bill is ready for payment the claim of the contractor shall be deemed to have been waived and absolutely barred and the SEEPZ-SEZ shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitrations and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and all cases where the total amount of the claims by any party exceeds Rs. 1, 00, 000/- the arbitrator shall give reasons for the award

It is also a term of the contract that if any fees are payable to the contractor, these shall be paid equally by both the parties.

It is also term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees if any of the arbitrator shall, if required to be paid before the award is made and published be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid

20. On receipt of intimation from the Engineer-in-charge of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within fifteen days thereof the successful tenderer shall sign an agreement with Engineer-in-charge.

The contractor shall ensure the safety requirements laid down by the local authority. The contractor shall be responsible and should indemnify the SEEPZ-SEZ Authority for all injury/damages/death to the workmen, to persons, animals, things, or any other damage to the surrounding properties which may arise from the operations, carelessness and accident or neglect of himself or of any of his workmen/representatives.

The contractor should indemnify the SEEPZ-SEZ Authority from any claims, damages, losses on account of any accident, death, injuries suffered by his employees, agents, labourers, assignees or any other outside third parties. In the event of any such claims, it should be at sole responsibility of the contractor. The contractor shall comply with the provisions of all labour legislations and shall keep the employer saved harmless and indemnified against any claims.

Performance guarantee will be paid back to the contractor only after all the work is completed and all the debris/unserviceable materials are cleared from the site to the satisfaction of the SEEPZ-SEZ Authority within the stipulated/ extended period.

In case the contractor fails to complete the work in time, SEEPZ-SEZ Authority shall get the incomplete and unfinished work done through some other agency. In that case, Performance guarantee already deposited shall be forfeited.

21. If the Contractor fails to complete the works by the date stated in tender or within any extended time as approved by the CPWD in writing pay compensation for delay to the Engineer- in-charge the sum equalling to 0.25% of contract amount or 0.25% of EMD amount whichever is higher for each week of delay for the period during which the said Works so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.

Provided always that total amount of compensation of delay to be paid under this condition shall not exceed five percent of contract amount or EMD whichever is higher. If the contractor fails to complete

the entire work to the satisfaction of the Engineer-In-Charge within so authorized extended time the contract will be terminated.

22. Disposal of debris in environmentally friendly manner must be ensured by the Contractor.
23. The Bidders are advised to visit the site of work and see actual condition and difficulties involved in the execution of work before formulating the rates for complete items of works described in tender.
24. The contractor shall indemnify and keep indemnified the SEEPZ-SEZ Authority against all losses and claims, damages, or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard. The Contractor shall be wholly and solely responsible for full compliance of the provisions under all labour laws or regulations such as the Payment of Gratuity Act, 1972, the Employee Provident Fund and Miscellaneous Provisions Act, 1952, Employees Liability Act, 1938, Workman Compensation Act, 1920, the Maternity Benefit Act, 1961 etc., each one of them as modified and as applicable on date. All the laws and rules there under made by the statutory bodies from time to time, having bearing on the performance of the works hereunder the Contractor assumes liability and hereby agrees and undertakes to indemnify and hold harmless the SEEPZ-SEZ Authority from every expense, liability, or payment by the reason of the application or violation of such laws, rules or regulations existing or to be introduced at a future date during the currency of the agreement. That the contractor shall submit the proof of having deposited the amount of ESI and EPF contributions towards the persons deployed at site in their respective names before submitting the bill for the subsequent month. All precautions will be taken by the contractor towards the safety of its employees, and it will be the sole responsibility of the contractor towards any untoward incident i.e., compensation etc. to its employees.
25. The Contractor shall not disclose directly or indirectly any information, materials, and details of the Reserve Bank of India's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
26. Prevention of Sexual Harassment of women at workplaces
  - The Contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013" In case

of any complaint of sexual harassment against its employee within the above campus, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to the complaint.

- Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Employer shall be taken cognizance of by the Regional Complaints Committee constituted by the Employer.
- The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees /workmen of the contractor, for instance any monetary relief to Employer's employee, if sexual violence by the employee /workmen of the contractor is proved.
- The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- The contractor shall provide a complete and updated list of its employees who are deployed within the Employer's premises.

27. Safety code to be followed are as under:

- First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
- An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from the ground.
- Suitable netting, barricade, etc. shall be provided wherever directed by Engineer-in-charge.
- 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 ladder.
- The excavated material shall not be placed within 1.5 meters of the edge of trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- Necessary safety equipment shall be provided to the workers engaged in excavation and shoring works like helmet, gloves, safety belts, etc.
- The Contractor shall supply overalls and adequate facilities shall be provided to enable the workers to wash during the periods of cessation of work.
- Hoisting machines and equipment used in the works, including their attachments, anchorage and supports shall be in perfect condition.
- The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.
- Necessary temporary health sanitation facilities shall be provided at site including its proper disposal/ drainage arrangement and on completion of the work same shall be dismantled.
- Suitable dust control system shall be installed during execution of the excavation and shoring works as per Municipal requirement/ norms for controlling the dust.
- Suitable side barricades/fencing of any type and of suitable strength shall be erected along the site

28. Fire Safety code to be followed are as under:

- a. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- b. Electrical power cables/wires used shall not have any joints and shall be properly rated.



- c. All electrical appliances i.e. Welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- d. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- e. Fire extinguishers recommended by fire officers shall be kept on site. None of the fire extinguishers shall be removed/shifted from its designated location.
- f. Power supply shall be switched off from the mains when equipment is not in use.
- g. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site, and stored at the designated place in proper manner.
- h. Any debris generated from the work shall be collected on daily basis, removed from site, and stored at the designated place in proper manner.

Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

#### 29. Payment Terms

1. 5% Recoverable advance against Bank Guarantee
2. Against RA Bills: Contractor may submit at intervals of not less than 15 days certified details of work done including measurement sheets to substantiate the claim for payment. Certification shall be done by the Engineer In Charge.
3. Contractor shall address the bills to SEEPZ SEZ Authority with Zero rated GST
4. The net amount shall be paid after necessary deductions as per prevalent rules.
5. 5% of amount of the RA bills will be deducted as retention amount and shall be released after completion of defects liability period of 12 months after completion of works in all respects.
6. GST Shall not be applicable for this tender

#### 30. Defect Liability Period

- a. The contractor shall be responsible for rectifying any defective work or portion of work for a period of 12 months from the date of completion of work.
- b. The defects noticed during the maintenance period i.e., one year shall be intimated to the contractor by the Site Engineer/In-charge in writing and shall be rectified by the contractor within 7 days from the date of receipt of notice.
- c. If the contractor fails to rectify the defects within 7 days from the date of issue of letter, the defects shall be got rectified at his risk and cost, the expenditure so incurred on rectifying of defects shall be recovered from the security deposit.
- d. The defect liability period can be extended as long as the defect notified to the contractor is not rectified

#### 31. Completion Period

The work shall be completed within 60 days from issuing of work order.

**1. FORM PERFORMANCE SECURITY (BANK GUARANTEE)**

*(Refer to ITB Clause 23 and Terms and Condition of contract Clause 28 )*

*( On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The Stamp paper to in the name of Executing Bank)*

**From:**

Name and Address of the Bank.....

.....

**To:**

WHEREAS, Employer, hereinafter called the **Employer**, acting through [Insert Designation and address of the Employer's Representative], has accepted the bid of [Insert Name and address of the Consultant], hereinafter called the **Consultant**, for the work of [Insert Name of Work], vide Notification of Award No. [Insert Notification of Award No.].

**AND**

WHEREAS the Consultant is required to furnish Performance Security for the sum of [Insert Value of Performance Security required], in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

WHEREAS [Insert Name of the Bank], with its Branch [Address] having its Headquarters office at [Address], hereinafter called the **Bank**, acting through [Designation(s) of the authorized person of the Bank], have, at the request of the [Insert name of the firm] on behalf of the Consultant, agreed to give guarantee for performance security and additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally, and irrevocably guarantee to pay the Employer the full amount in the sum of [Insert Value of Performance Security required] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation, or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive, and

binding, absolute, and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank.

3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e., the aforementioned full amount less the payment made to the Employer.
4. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Consultant and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.
5. The Bank Guarantee shall be unconditional and irrevocable.
6. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Consultant.
7. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Consultant, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition, or modification to the Bank.
8. This guarantee is valid and effective from the date of its issue, which is *[insert date of issue]*. The guarantee and our obligations under it will expire on *[Insert the date Sixty days after the expected end of defect liability period( if applicable)]*. All demands for payment under the guarantee must be received by us on or before that date.
9. The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer, or the guarantee is released by Employer before the Expiry date.
10. The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
11. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
12. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.
13. The Guarantee shall be in addition to and without prejudice to any other security Guarantee (s) of the Consultant in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date ..... ..

Place..... *[Signature of Authorized person of Bank]*

.....  
*[Name in Block letters]*

.....  
*[Designation]*

.....  
*[P/Attorney] No.*

.....  
*Bank's Seal*

*[P/Attorney] No.....*

Witness:

1. *Signature*  
*Name & Address & Seal*
  
2. *Signature*  
*Name & address & Seal*

Note :

- 1 *All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*
  
- 2 *In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.*

FORM 2: DECLARATION FROM BIDDER  
TO WHOMSOEVER IT MAY CONCERN

Tender Title: \_\_\_\_\_

Tender Reference Number: \_\_\_\_\_

We M/s \_\_\_\_\_ declare that we have visited the site for carrying out the  
(Name of the tender) for the setting up Mega Common Facilitation Center (CFC) at SEEPZ, Andheri,  
Mumbai and hereby confirm that the designs and details as available with this tender for \_\_\_\_\_ (Name  
of the tender) \_\_\_\_\_

have been reviewed by me from all aspects including safety of adjoining structures.

We hereby confirm that the attached designs are sound and safe for execution at site without risk to the  
adjoining structures.

Yours Faithfully,

Name of the bidder

Designation

Date

Place

(To be signed and Stamped on company letter head)

FORM 3: CV OF KEY PERSONNEL

		Position on this project				
Personnel information	Name:			Date of birth:		
	Qualification/ Certification/ Licence/ Training					
Present employment	Name of employer:					
	Address of employer:					
	Telephone			Contact (manager / personnel officer)		
	Years with present employer			E-mail		
	Present Job title					
Summarize professional experience over the last 10 years, in reverse chronological order. Indicate technical and managerial experience relevant to the project.						
<b>From</b>	<b>To</b>	<b>Total number of years</b>	<b>Company Position</b>	<b>/ Project Scope</b>	<b>Name of the Project</b>	<b>Project Value</b>
<i>Total Cumulative Experience</i>						

FORM 4

**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST 7 (SEVEN) YEARS ENDING LAST DAY OF THE MONTH**

S. No.	Name of work/ project and location	Owner or Sponsoring organization	Cost of work in crores of Rupees	Date of commencement As per contract	Stipulated date of completion	Actual date of completion	Litigation/arbitration cases pending /in progress with details	Name and address/ telephone number of officers to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

*Indicate gross amount claimed and amount awarded by the Arbitrator.*

SIGNATURE OF BIDDER(S)

FORM 5:

**FINANCIAL INFORMATION**

Financial Analysis-Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the Bidder to the Income tax Department (Copies to be attached.) Years

Year	2016-17	2017-18	2018-19	2019-20	2020-21
Gross-annual turn over					
Profit/Loss					

Signature of Chartered Accountant with Seal

Signature of bidder(s)



## FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, *SEEPZ SEZ Authority, Andheri, Mumbai* (hereinafter called the "Employer") and, on the other hand, [name of contractor] (hereinafter called the "Contractor").

### WHEREAS

- (a) the Employer has requested the Contractor to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Contractor, having represented to the Employer that it has the required professional skills, expertise, and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) Appendices

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, Appendices. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:
  - (a) The Contractor shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Employer shall make payments to the Contractor 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 *SEEPZ SEZ Authority, Andheri, Mumbai*

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For and on behalf of [Name of Contractor]

[Authorized Representative of the Contractor – name and signature]