



SEEPZ-SEZ AUTHORITY

[Rebidding using E- Procurement mode on Central Public Procurement Portal]

Minutes of the Pre-bid Meeting

for

Engagement of contractor for clearance / Disposal / Removal of Investment Powder Waste one time and regular monthly removal from SEEPZ- SEZ premises.

Tender Ref. No.: SEEPZ SEZ/ESTATE/IP/27/2021-22

(Date of Issue): 27/10/2021

ISSUING AUTHORITY:

**Assistant Development Commissioner & Estate Manager,
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.)

Clarifications and Changes suggested after receiving the queries of the interested bidders:

Responses to Pre-Bid Queries					
Title :Engagement of Contractor for Clearance / Disposal / Removal of Investment Powder Waste from SEEPZ-SEZ premises.					
Tender Ref No : SEEPZ-SEZ/ESTATE/IP/27/2021-22					
Tender ID : 2021_SEEPZ_654541_1					
Sr. No.	Page No.	Clause No.	Description of Clause	Clarification Sought	Project's Response
1			Item Wise BOQ Quoted Rate in Words Average Rate cannot be lesser than Rs.38.06	Is this minimum Average Rate includes all taxes (GST, TDS), Custom duty and other taxes. Please confirm the same. If yes, please inform type of taxes with %	Please note that the minimum average rate in investment powder tender is Rs. 4.02 per kg and not Rs. 38.06 per kg. Bidders are expected to quote their offered rates after considering all the applicable taxes, duties and other statutory liabilities. In other words, offered rate shall be exact rate payable by the service provider to the SEEPZ SEZ Authority. Since tax liabilities of service providers may vary based on their credentials such as their legal entity (firm / LLP / company, etc.), annual income, place of registration, etc, it is not possible for the SEEPZ SEZ Authority to advise on the same. Service provider shall be solely liable to ensure that all the applicable taxes, duties and other statutory liabilities are fulfilled while carrying out the services. The same is reflected under clauses ITB 12, 25(b), and GCC 1.7. Please note that the rate shall be inclusive of custom duty i.e. the service provider need not pay any additional amount to the SEEPZ SEZ Authority towards custom duty.
2	10	12	Financial Quote The Bidder shall make its financial offer in INR only net of GST and all other taxes and duties payable on the services if the contract is awarded, as specified in the BDS	Please confirm that rates must be quote purely per kg basis or with GST and all other taxes (i.e. giving bifurcating as Basic Rate Per Kg + GST @18% + TCS @1%+ Applicable Custom duty). Who will responsible to pay Custom duty ?	
3	15	25	Evaluation of Bid The evaluation of financial bid will include and take into account all taxes and duties / GST payable on the services if the contract is awarded to the Bidder. The bidder to include all applicable taxes to the concerned government authority. SEEPZ SEZ Authority will not be liable to pay any amount in addition to the quoted amount towards taxes.		

4	39 & 40	2.6 2.6.1 2.6.2	<p>Termination</p> <p>By the Employer The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub Clause 2.6.1</p> <p>By the Service Provider The Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:</p>	<p>As per Page No.18 in Section 3 - Bid Data Sheet (BDS) mentioned in ITP 11 a) One time removal and disposal of the Investment Powder Waste approx. 300 Mts. and b) Monthly removal. It may be happened that the successful bidder will carry out work of only One time removal of Investment Powder and afterwards and afterwards give Notice of 30 days. Expenditures for One time disposal may be too much less than monthly removal. So in such condition what action will taken by SEEPZ Authority. Is Authority accept their 30 days notice or will fix some minimum time period to run contract ?</p>	<p>Please note that, as clearly stipulated under GCC clause 2.6.2, termination of contract by the service provider is only permissible in case of occurrence of one of the two situations mentioned under GCC 2.6.2 a) & b) viz. if the employer fails to clear payment dues within 45 days of written notice from the service provider or if there is a force majeure condition. In case the service provider fails to carry out necessary services within stipulated timeframe, the employer may invoke the provisions under GCC Clause 3.8 regarding Liquidated Damages and Lack of Performance Penalty. In case the issue is still not rectified by the service provider, the employer may forfeit bidder's performance security and may debar the bidder from participating in SEEPZ SEZ Authority's procurement processes in future.</p>
5	24	3	Qualification Requirements		Please note that the there are two sub-criteria in the quoted

		Sr. No.3	<p>Bidder must have an average annual turnover of at least Rs.50 Lakh during past 3 financial years (FY 2018-19, 19-20 & 20-21) of which turnover from services of similar nature should amount to at least Rs. 50 lakh during any one of the last 5 (five) financial years. Services of similar nature include removal of Investment Powder Waste, Drain Cleaning, Garbage disposal, Hazardous Waste disposal wherein the aspect of metal recovery (precious metals) is also incorporated</p>	<p>In this clause wrongly written 5 (Five) Years instead of 3 (Three) Years. Please verify it and do the necessary changes</p>	<p>qualification criteria no. 3 viz. average annual turnover from past 3 years to assess bidder's overall financial capacity, and bidder's track record of carrying out similar services in past 5 years.</p> <p>The two sub-criteria are distinct and should not be confused as the restatement of the same criterion.</p> <p>Both sub-criteria have been carefully worded to encourage participation from all eligible bidders. Hence, average annual turnover of only past 3 years has been sought while bidders have been given an opportunity to cite turnover from similar services from any of the past 5 financial years.</p>
Sr. No.	Page No.	Clause No.	Description of Clause	Clarification Sought	Project's Response
6			<p>Item Wise BOQ</p> <p>Quoted Rate in Words Average Rate cannot be lesser than Rs.38.06</p>	<p>Is this minimum Average Rate includes all taxes (GST, TDS), Custom duty and other taxes. Please confirm the same. If yes, please inform type of taxes with %</p>	<p>Bidders are expected to quote their offered rates after considering all the applicable taxes, duties and other statutory liabilities. In other words, offered rate shall be exact rate payable by the service provider to the SEEPZ SEZ Authority. Since tax liabilities of service providers may vary based on their credentials such as their legal entity (firm / LLP / company, etc.), annual income, place of registration, etc, it is not possible for the SEEPZ SEZ Authority to advise on the same. Service provider shall be solely liable to ensure that all the applicable taxes, duties and other statutory liabilities are fulfilled while carrying out the services. The same is reflected under clauses ITB</p>
7	10	12	<p>Financial Quote</p> <p>The Bidder shall make its financial offer in INR only net of GST and all other taxes and duties payable on the services if the contract is awarded, as specified in the BDS</p>	<p>Please confirm that rates must be quote purely per kg basis or with GST and all other taxes (i.e. giving bifurcating as Basic Rate Per Kg + GST @18% + TCS @1%+ Applicable Custom duty). Who will responsible to pay Custom duty ?</p>	
8	15	25	<p>Evaluation of Bid</p>		

			<p>The evaluation of financial bid will include and take into account all taxes and duties / GST payable on the services if the contract is awarded to the Bidder. The bidder to include all applicable taxes to the concerned government authority. SEEPZ SEZ Authority will not be liable to pay any amount in addition to the quoted amount towards taxes.</p>		<p>12, 25(b), and GCC 1.7. Please note that the rate shall be inclusive of custom duty i.e. the service provider need not pay any additional amount to the SEEPZ SEZ Authority towards custom duty.</p>
9	39 & 40	2.6	<p>Termination</p>	<p>As per Page No.18 in Section 3 - Bid Data Sheet (BDS) mentioned in ITP 11</p> <p>a) One time removal and disposal of the Investment Powder Waste approx. 300 Mts. and b) Monthly removal.</p> <p>It may be happened that the successful bidder will carry out work of only One time removal of Investment Powder and afterwards and</p>	<p>Please note that, as clearly stipulated under GCC clause 2.6.2, termination of contract by the service provider is only permissible in case of occurrence of one of the two situations mentioned under GCC 2.6.2 a) & b) viz. if the employer fails to clear payment dues within 45 days of written notice from the service provider or if there is a force majeure condition. In case the service provider fails to carry out necessary services within stipulated timeframe, the employer may invoke the provisions under GCC Clause 3.8 regarding Liquidated Damages and Lack of Performance Penalty. In case the issue is still not rectified by the service provider, the employer may forfeit bidder's performance security and may debar the bidder from participating in SEEPZ SEZ Authority's procurement processes in future.</p>
		2.6.1	<p>By the Employer</p>		
			<p>The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any</p>		

		2.6.2	<p>of the events specified in paragraphs (a) through (d) of this SubClause 2.6.1</p> <p>By the Service Provider</p> <p>The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:</p>	<p>afterwards give Notice of 30 days. Expenditures for One time disposal may be too much less than monthly removal. So in such condition what action will taken by SEEPZ Authority. Is Authority accept their 30 days notice or will fix some minimum time period to run contract ?</p>	
10	24	3 Sr. No.3	<p>Qualification Requirements</p> <p>Bidder must have an average annual turnover of at least Rs.50 Lakh during past 3 financial years (FY 2018-19, 19-20 & 20-21) of which turnover from services of similar nature should amount to at least Rs. 50 lakh during any one of the last 5 (five) financial years. Services of similar nature include removal of Investment Powder Waste, Drain Cleaning, Garbage disposal, Hazardous Waste disposal wherein the aspect of metal recovery (precious metals) is also incorporated</p>	<p>In this clause wrongly written 5 (Five) Years instead of 3 (Three) Years. Please verify it and do the necessary changes</p>	<p>Please note that the there are two sub-criteria in the quoted qualification criteria no. 3 viz. average annual turnover from past 3 years to assess bidder's overall financial capacity, and bidder's track record of carrying out similar services in past 5 years.</p> <p>The two sub-criteria are distinct and should not be confused as the restatement of the same criterion.</p> <p>Both sub-criteria have been carefully worded to encourage participation from all eligible bidders. Hence, average annual turnover of only past 3 years has been sought while bidders have been given an opportunity to cite turnover from similar services from any of the past 5 financial years.</p>
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11	10	12	<p>Financial Quote</p> <p>The Bidder shall make its financial offer in INR only net of GST and all other taxes and duties payable</p> <p>on the services if the contract is awarded, as specified in the BDS</p>	<p>Please confirm that rates must be quoted purely per kg basis or with GST and all other taxes. Who will be responsible to pay Custom duty ?</p>	<p>Bidders are expected to quote their offered rates after considering all the applicable taxes, duties and other statutory liabilities. In other words, offered rate shall be exact rate payable by the service provider to the SEEPZ SEZ Authority. Since tax liabilities of service providers may vary based on their credentials such as their legal entity (firm / LLP / company, etc.), annual income, place of registration, etc, it is not possible for the SEEPZ SEZ Authority to advise on the same. Service provider shall be solely liable to ensure that all the applicable taxes, duties and other statutory liabilities are fulfilled while carrying out the services. The same is reflected under clauses ITB 12, 25(b), and GCC 1.7. Please note that the rate shall be inclusive of custom duty i.e. the service provider need not pay any additional amount to the SEEPZ SEZ Authority towards custom duty.</p>
12	34	4	<p>Bidder's Qualification Information</p>		<p>Please note that the there are two sub-criteria in the quoted qualification criteria no. 3 viz. average annual turnover from past 3 years to assess bidder's overall financial capacity, and bidder's track record of carrying out similar services in past 5 years.</p> <p>The two sub-criteria are distinct and should not be confused as the restatement of the same criterion.</p> <p>Both sub-criteria have been carefully worded to encourage participation from</p>

		<p>Bidder must have an average annual turnover of at least Rs.50 Lakh during past 3 financial years (FY 2018-19, 19-20 & 20-21) of which turnover from services of similar nature should amount to at least Rs. 50 lakh during any one of the last 5 (five) financial years.</p> <p>Services of similar nature include removal of Investment Powder Waste, Drain Cleaning, Garbage Disposal, Hazardous Waste disposal wherein the aspect of metal recovery (Precious Metals) is also incorporated</p>	<p>In this clause wrongly written 5 (Five) Years instead of 3 (Three) Years. Please verify it and do the necessary changes</p>	<p>all eligible bidders. Hence, average annual turnover of only past 3 years has been sought while bidders have been given an opportunity to cite turnover from similar services from any of the past 5 financial years.</p>
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(Raju Kumar)
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