



SEEPZ SEZ Authority

Request for Proposals

For

“Appointment of Service Provider for providing Annual Maintenance Contract for Water Supply & Allied Works in SEEPZ SEZ, Andheri, Mumbai”.

(GFR Rule 142)

Proposal Ref No: SEEPZM/75/2025-EO

Date of Issue: 29-05-2025

ISSUING Authority:

Development Commissioner, SEEPZ- SEZ, Mumbai

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

E-Mail: dcseepz-mah@nic.in

Helpline No.: 022-28290856

Landline: 022-28294728/29(From 9:30
A.M. to 6:00 P.M.)

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DISCLAIMER

The information contained in this Bidding Documents (hereinafter referred to as "RFP") 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 RFP document and all other terms and conditions subject to which such information is provided.

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

This RFP 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 RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP 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 RFP document.

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

The issue of this RFP does not imply that SEEPZ is bound to appoint a Bidder, 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.

SECTION-I
NOTICE INVITING TENDER (NIT)

SECTION I - NOTICE INVITING BIDS

Proposal Reference No. SEEPZM/75/2025-EO

Date: 29-05-25

Tender Title: Appointment of Service Provider for providing Annual Maintenance Contract for Water Supply & Allied Works in SEEPZ SEZ, Andheri, Mumbai

1. The SEEPZ-SEZ authority invites proposals from eligible bidders for providing Annual Maintenance Contract for Water Supply & Allied Works in SEEPZ SEZ, Andheri, Mumbai.
2. Details pertaining to the scope of work may be seen under the **2.2 Scope of Work**. The Bidding process shall be conducted in an online mode on the e-procurement portal which is publicly accessible using the web address as per **SECTION I - NOTICE INVITING BIDS**. Bidders can download the RFP free of cost from this portal.
3. Interested bidders must register on the e-procurement portal and upload their qualification information and financial proposals separately within the stipulated time and date as mentioned in **SECTION-I NOTICE INVITING TENDER (NIT)**.
4. Detailed instructions regarding online submission of proposals may be seen under **SECTION-II INSTRUCTIONS TO BIDDERS (ITB)**. In case of any issues or queries related to the e-procurement portal, kindly send an email request to Shri. Hanish Rathi or contact on 022 – 28294756/ 7976067037 or email to hanishr.q171701@gov.in
5. The bidders are solely responsible for timely uploading of proposals on the e-procurement portal. SEEPZ-SEZ Authority shall not be liable for resolving any queries/issues raised on the day of proposal submission.
6. Financial proposals of bidders who are technically qualified, shall be opened at a date which shall be pre-disclosed in **SECTION-I NOTICE INVITING TENDER (NIT)** or on the procurement portal. A list of technically qualified Consultants would be uploaded in the procurement portal prior to financial proposal opening.
7. SEEPZ-SEZ Authority reserves the right to accept or reject any or all of the proposals at any time during the bidding process at its sole discretion.

Sd/-

Assistant Development Commissioner

SEEPZ SEZ Authority

Section-I: Notice Inviting Tender (NIT)

Appointment of Service Provider for providing Annual Maintenance Contract for Water Supply & Allied Works in SEEPZ SEZ, Andheri, Mumbai

Tender Ref no.	SEEPZM/75/2025-EO
Tender Publish date	29/05/2025
Tendering Method	Open Tendering Inquiry
Name of Work	Appointment of Service Provider for providing Annual Maintenance Contract for Water Supply & Allied Works in SEEPZ SEZ, Andheri, Mumbai
Joint Venture	Joint Ventures / Consortia of firms shall be allowed
Date of commence of Work:	Date of commencement of work shall be the date of issue of Letter of Award
Bid Security / EMD Amount	<p>The bid security amount shall be Rs. 3.6 lakhs to be paid by the bidder.</p> <p>For NEFT Bank Details as follows: Beneficiary Name: SEEPZ Special Economic Zone Authority Bank Name: Punjab National Bank Bank Address: MIDC, Industrial Area Lane, Seepz, Andheri East, Mumbai, Maharashtra 400096 Branch Name: Mumbai Seepz Andheri East Account No: 1253002100028398 Account Name: SEEPZ Special Economic Zone Authority IFSC Code: PUNB0125300 Payable at: Mumbai</p>
Bid Validity	180 days from the date of submission of Bid
Pre-Bid Meeting	<p>On 05/06/2025 at 3:30 pm online.</p> <p>Appointment of Service Provider for providing Annual Maintenance Contract for Water Supply & Allied Works in SEEPZ SEZ Hosted by DC Seepz https://seepz.webex.com/seepz/j.php?MTID=mb8684a2b2b9487e63863b6a250611715 Monday, June , 2025 3:30 PM 2 hours (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi Meeting number: 2516 021 5068 Password: Pre@02 (773102 when dialing from a video system) Join by video system Dial 25160215068@seepz.webex.com You can also dial 210.4.202.4 and enter your meeting number. Join by phone +65-6703-6949 Singapore Toll</p>

	Access code: 251 602 15068
Start date of Submission of Tender	09/06/2025 from 3:30 pm
Last date of Online Submission of Bid	20/06/2025 by 5:00 pm
Date & Time of opening of Bid	21/06/2025 by 5:30 pm
Tentative Date for publication of technical evaluation result	1 Week from Date of opening
Tentative Date for opening of financial bids	TBD
Expected date of Award of Contract	TBD
Authority to be contacted in case of any clarification / request for entry permission for physical visit	Name: Shri Hanish Rathi Designation: Assistant Development Commissioner Email: hanishr.q171701@gov.in Contact: 022 – 28294756/ 7976067037
Help Desk No. (For E-Procurement)	eProcurement Helpdesk nos. (New Delhi) 0120- 4200462, 0120-4001002, 0120-4001005

The bidding document can be downloaded from the website <https://eprocure.gov.in/eprocure/app> & <http://seepz.gov.in/tender.aspx>

Further, any information or any issuance of corrigendum/addendum/amendment related to this tender will be available only on the website mentioned above and not be published elsewhere.

The Bidders must read all the terms and conditions of bidding document carefully and only submit the bid if eligible and in possession of all the documents required.

The Bidder must ensure that the quoted rate shall be inclusive of all indirect costs such as (and not limited to) Logistics, Accommodation, TA/DA of personnel, Communication, Documentation, Transportation, Travel, Insurance, and other necessary and relevant taxes excluding Goods and Service Tax.

In case the office of SEEPZ-SEZ happens to be closed on the last date and time mentioned for any of the event such as opening of technical and financial bids, the said event shall take place on the next working day at the same time and venue.

SECTION-II
INSTRUCTIONS TO BIDDERS (ITB)

Section-II - Instructions to Bidders (ITB)

2.1 Introduction

The SEEPZ SEZ Authority, through the Development Commissioner of the SEEPZ SEZ, (hereinafter referred to as 'the Authority', 'the Head of Procurement', and 'the Procuring Entity' respectively), invites Open Tender Inquiry for Appointment of Service Provider for providing Annual Maintenance Contract for Water Supply & Allied Works in SEEPZ SEZ, Andheri, Mumbai.

This Request for Bids reference number, Tender No. SEEPZM/75/2025-EO (hereinafter referred to as 'the Tender Document'), gives further details.

Throughout these bidding documents, the terms 'Bid' and 'Tender' and their derivatives (Bidder/ Supplier/Tenderer, Bid/ Tender, Bidding/ Tendering, etc.) are synonymous.

2.2 Scope of Work

2.2.1 General

The successful bidder (hereinafter referred to as "Service Provider") will be providing reliable, Engineer, skilled and semi-skilled water supply pump operators, electricians, fitter etc. for operating, monitoring and maintaining water supply distribution system in SEEPZ SEZ premises – attending water supply related issues promptly and effectively, keeping accurate record of water supply, collecting meter reading, preparing and distributing water bills, controlling of valves and reconnection, disconnection and replacement of water meters.

The broad items of work covered are as listed but not limited to the following:

- The Service provider shall carry out all water supply operations in accordance with Key Performance Indicators (KPI)
- The Service provider shall take all necessary measures to minimize the quantity of water lost in the distribution network within SEEPZ Premises
- The Service provider shall take all necessary measures to minimize the power consumption in carrying out its operations.
- The Service provider shall carry out preventive and routine maintenance as in accordance with KPIs. The preventive and routine maintenance shall include minor repairs and provision of spares, material and tools required for these repairs.
- The Service provider shall also carry out breakdown maintenance and repairs.
- **The successful Bidder shall be expected to carry out above works for the period of 2 year extendable up to another 1 year.**

2.2.2 Detailed Scope: Schedule A

- The scope of the work is day to day maintenance of water supply scheme in SEEPZ premises for a period of two years.
 - It includes repair & maintenance of water supply pipelines, monitoring & control of water supply, water meter replacement, disconnection of water supply connection and other miscellaneous works as directed by engineer in charge.
 - The pipes are of CI, DI, MS and GI material and diameters of pipelines are varying from 80mm to 400mm dia.
 - The leakages shall be attended and rectified in short time period to avoid hampering of water supply.
 - A minimum of one skilled fitter and two labours having experienced in maintaining water supply line shall be engaged on all days of the year and it is expected that a team of adequate workers with required machinery shall be deputed to the breakdown site within one hour from intimation.
- The work also covers the supply of necessary material such as CI/DI pipes, CPVC pipes, sluice/air/gate valves, jiffy patch clamps and other specials for maintenance as & when required & strictly as per requirement of work. The contractor shall supply material as per the directions of Engineer-in-charge. He shall submit challans of respective vendor/supplier along with his own challans.
- Prior to quoting the offer, the bidders are requested to visit & inspect the site of work & obtain necessary details about present condition, their makes, status & other allied accessories.
- The site of work is situated within SEEPZ-SEZ premises, Andheri (E), Mumbai-96. SEEPZ-SEZ premises are custom bounded area. Hence, contractor has to obtain necessary gate passes for all his workers/staff at his own cost. No claim on this account shall be entertained. He should personally visit the premises of work & make himself well acquainted with the general rules & regulations imposed by SEEPZ authority.
- Contractor should see that there should not be theft of any materials within the premises. Contractor shall employ personnel having good potential & integrity for this work.
- All the labourers, supervisors employed on the work shall wear a common uniform. The rates quoted by the contractor shall be inclusive of all taxes, duties, insurance cost of labours/personnel engaged.

2.2.3 Detailed Scope: Schedule B

S. No	Appx. Quantity	Item Description	Unit
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S. No	Appx. Quantity	Item Description	Unit
1	24.00	Providing service for day-to-day maintenance of water supply lines, for connection and disconnection of meters in SEEPZ SEZ Area for all days a month.	Lum sum per month
2	100.00	Excavation for foundation in earth, soil of all types, sand, gravel and soft murum, including removing the excavated material upto a distance of 50 m. beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift upto 0.00 to 1.50 m.) by Manual Means	Cubic Meter
3		Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.	-
3.1	200.00	40 mm nominal outer dia pipes	Running Meter
3.2	200.00	50 mm nominal outer dia Pipes	Running Meter
3.3	200.00	75 mm nominal inner dia Pipes	Running Meter
3.4	200.00	100 mm nominal inner dia Pipes	Running Meter
4	20.00	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end): d) 50 mm nominal bore	Number
5		Providing double flange sluice valve confirming for IS 14846 including worn gear arrangements as per test pressure, stainless steel spindle, caps, including inspection charges, transportation upto departmental store, unloading, stacking excluding GST levied by GOI & GOM in all respect etc. complete.	-
5.1		Sluice valves - PN - 1 (Without by-pass)	-
	6.00	3) 80 mm.	Number
	6.00	4) 100 mm.	Number

S. No	Appx. Quantity	Item Description	Unit
	2.00	8) 250 mm.	Number
6		Providing and supplying D.I. fittings with I SI mark Mechanical joint confirming to tables 12 to table 31 of IS 9523/2000 upto latest amendments including cost of SBR/EDPM gaskets, Nuts, Bolts, Washers and Ductile iron follower glands. Fittings should be with internally Ordinary portland cement mortar lined and externally metallic zinc coating/zinc rich paint with finishing layer of black bitumen coating including transportation and excluding all statutory duties and taxes such as GST levied by GoI and GoM in all respect etc. complete. D.I. FITTINGS (Mechanical Joints)	-
6.1		MJ Collar/Coupling	-
	15.00	1) 80 mm dia	Number
	15.00	2) 100 mm dia	Number
	2.00	3) 150 mm dia	Number
	6.00	5) 250 mm dia	Number
	2.00	6) 300 mm dia	Number
	2.00	8) 400 mm dia	Number
7		Providing and supplying Air Valves as per IS 14845 and MJP's standard specifications double orifice type combined with screw down isolating valve, small orifice elastic ball resting on a gun metal orifice nipple, large orifice vulcanite ball seating on moulded seat ring, inlet face and drilled, including insurance, third party inspection charges, loading, unloading, transportation upto departmental stores, excluding GST levied by GOI & GOM in all respect etc. complete.	-
7.1		Air Valve Double Ball Flanged Type - P N -1	-
	2.00	1) 50 mm.	Number
	2.00	3) 80 mm.	Number
8	24.00	Providing & fixing C.I. Manhole covers with frames/rings for R.C.C., underground water storage tanks/Over Head tank, sizes of covers. (600mm dia.) NOTE: should be provided with locking arrangement	Number
9	10.00	Providing and laying Cast in situ/Ready Mix cement	Number

S. No	Appx. Quantity	Item Description	Unit
		concrete in M15 of trap/ granite/quartzite/gneiss metal for foundation and bedding/steps including steel centering, formwork, laying/pumping, compacting, roughening them if special finish is to be provided, finishing uneven and honeycombed surface and curing etc. complete. The Cement Mortar 1:3 plaster is considered for rendering uneven and honeycombed surface, only. Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc. (Wooden centering will not be allowed.), with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Crushed sand VSI Grade)	
10	16.00	Providing second class Burnt Brick masonry with conventional/ I.S. type bricks in cement mortar 1:6 in superstructure including striking joints, raking out joints, watering and scaffolding etc. Complete	Cubic Meter
11	160.00	Providing sand faced plaster externally in cement mortar using approved screened sand, in all positions including base coat of 15 mm thick in cement mortar 1:4 using waterproofing compound at 1 Kilogram per cement bag curing the same for not less than 2 days and keeping the surface of the base coat rough to receive the sand faced treatment 6 to 8 mm thick in cement mortar 1:4 finishing the surface by taking out grains and curing for fourteen days scaffolding etc. Complete.	Square Meter
12	35.00	Rectangular shape 500x500 mm precast R.C.C. manhole cover with frame - M.D. – 10	Number

2.2.4 Key Performance Indicators (KPIs)

Key Performance Indicators (KPI)		
Sr. No.	KPI	Standards
1	Operation and Maintenance	Operation and Maintenance of all Pump houses, Pipelines, Valves, Pressure gauges, Mechanical and Electrical equipments in the system
2.	Water Audit	<ul style="list-style-type: none"> Meter reading and reporting to authority, preparing and distributing water bills Calculate non-revenue water (Frequency once in

		six months, NRW not be exceeded by 5 % of total supply) • Operate the system to minimize water losses
3	Grievance redressal	Handling all customer queries and complaints of all water supply and Pressure leakages, damaged pipes and valves within 24 Hrs. - Maintain complaint redressal book as well as online.
4	Attendance	Maintaining biometric attendance and administration of pay roll of manpower deployed under this contract

2.2.5 Manpower Engagement

The service provider shall employ skilled or semi-skilled (as mentioned below) in sufficient numbers in 3 shifts to carry out its Operations at the required rate of progress and of quality to ensure workmanship, of the degree specified in the Contract for timely fulfilling of the Operator's obligations under the Contract and to the satisfaction of the Competent Authority. A tentative requirement of such staff is indicated in table below.

The service provider shall not employ in connection with the operations any child who has not completed his/her fifteenth year of age. It shall also not employ an adolescent who has not completed his/her eighteenth year unless he/she is certified fit for carrying out Operations as an adult as prescribed under clause (b) of sub-section (2) of Section 69 of the Factories Act, 1948.

The operator shall provide all safety equipments, first aid boxes & fire safety provision for his staff working at pump houses as well as in distribution network.

Manpower Requirement

Position/Designation	Minimum Qualification	Nos.	Years of Exp.	Roles and Responsibilities
Manager/Supervisor	Degree or diploma in civil/ mechanical/ electrical engineering or equivalent	1	10	Manage and supervise the work done by the team members and compliance to KPIs
Pump maintenance cum Electrician	ITI certificate in trade of mechanic/ electrician/wireman trade	1	5	Repair and maintain the Pump and Pump houses

Pump operator	H.S.C. passed	13+2*	2	Operate the Pump Houses and collect meter readings
Fitter/Plumber	ITI certificate or equivalent/ License in plumbing	1	5	Repair and maintain water distribution network/pipeline to reduce water wastage
Total		18	-	

*The additional 2 pump operators shall be the reserve operators

2.2.6 Dimensions

The levels, measurements and other information concerning the existing site as shown on the conceptual / layout drawings are believed to be correct, but the Bidders should verify the same for themselves and also examine the nature of the ground as no claim or allowance whatsoever shall be entertained on account of any errors or omissions and commissions in the levels or strata turning out different from what is shown on the drawings.

2.3 Period of Contract

The **Annual Maintenance Contract (AMC)** period shall be **2 Years (extendable up to another 1 year)** from the date of commencement of the work.

2.3.1 Defect Liability Period

The Warranty/Defect Liability Period for the material procured for the works shall commence from the date of issue of the Taking over Certificate or Completion Certificate whichever is later. The Warranty/Defect Liability Period shall be provided as per the manufacturer norms or 12 months whichever is more. When the equipment is under Warranty/Defect Liability Period, it shall be the sole responsibility of the Bidder/Supplier to rectify defect of equipment, spare parts, replacement equipment as deemed necessary by the Employer/Owner and install the same without any cost implications to Employer/ Owner.

2.4 Joint Venture/Consortium

Joint Venture/Consortium are allowed for this tender. Format for JV is given in Appendix C

Joint Venture /Consortium must comply the following requirements:

- The maximum number of members in the JV are limited to 2. (1 Lead and 1 Consortium member). The scope and share split shall be defined in JV agreement
- The qualifying criteria parameter e.g. experience, financial resources (of the relevant period) and the equipment/fleet strength of the individual partners of the JV

/ Consortium will be added together and the total criteria should not be less than as spelt out in qualifying/eligibility criteria as specified in **Clause 2.5**

- c) The formation of joint venture / Consortium or change in the Joint Venture /Consortium character/ partners after submission of the bid and any change in the bidding regarding Joint Venture /Consortium will not be permitted.
- d) The bid, and in case of a successful bid - the agreement, shall be signed so as to legally bind all partners jointly and severally and any bid shall be submitted with a copy of the Joint Venture /Consortium Agreement providing the joint and several liabilities with respect to the contract.
- e) The pre-qualification of a Joint Venture /Consortium does not necessarily pre-qualify any of its partners individually or as a partner in any other Joint Venture /Consortium or association. In case of dissolution of a Joint Venture /Consortium, each one of the constituent firms may pre-qualify if they meet all the pre-qualification requirements, subject to written approval of the employer.
- f) The bid submission must include documentary evidence to the relationship between Joint Venture /Consortium partners in the form of JV / Consortium Agreement to legally bind all partners jointly and severally for the proposed agreement which should set out the principles for the constitution, operation, responsibilities regarding work and financial arrangements, participation (percentage share in the total) and liabilities (joint and several) in respect of each and all of the firms in the Joint Venture /Consortium. Such JV / Consortium Agreement must evidence the commitment of the parties to bid for the facilities applied for (if pre-qualified) and to execute the contract for the facilities if their bid is successful.
- g) As per GFR, partner holding more than 50% of entire Pre-qualification shall be 'In-charge' of the contract and shall be designated as Lead Partner. This authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
- h) The JV / Consortium Agreement must provide that the Lead Partner shall be authorized to incur liabilities and receive instructions and Payments.
- i) The contract agreement should be signed by each Joint Venture /Consortium Partners. Subsequent declarations/letters/documents shall be signed by lead partner authorized to sign on behalf of the JV/Consortium or authorized signatory on behalf of JV/Consortium.
- j) An entity can be a partner in only one Joint Venture /Consortium. Bid submitted by Joint Venture /Consortiums including the same entity as partner will be rejected.
- k) The JV / Consortium agreement must specifically state that it is valid for the project for which bidding is done. If JV/Consortium breaks up midway before award of work and during bid validity period bid will be rejected.

- l) If JV / Consortium breaks up midway before award of work and during bid validity/after award of work/during pendency of contract, in addition to normal penalties as per provision of bid document, all the partners of the JV/Consortium shall be debarred from participating in future bids for a minimum period of 12 months.

2.5 Eligible Bidders

The interested Bidders should meet the following minimum eligibility criteria:

SN	Criterion	Documents to be submitted
1	Bidder must be a valid legal entity registered with appropriate government authority in the form of a firm / company /LLP and must be in existence for at least 3 years (i.e. Since 2022-23).	1. Any of the Following documents: a. Registration / Incorporation certificate b. Udyog Registration 2. Details of ownership, address, contact details including e- mail and telephone numbers.
2	Bidder must be registered with GSTN and must possess a valid PAN. ISO registration, etc.	Copies of GSTIN and PAN.
3	Bidder must have an average annual turnover of at least Rs. 1.8 Crores during past 3 financial years (2022-23, 2023-24, 2024-25) from services of similar nature.	Audited financial statements for the past 3 financial years. CA certificate clearly specifying the volume of turnover from services of similar nature.
4	Bidder should have a positive net worth during each of the past 3 financial years.	CA certificate clearly stating that the bidder has positive net worth during each of the past 3 FYs.
5	Bidder shall undertake all the responsibility for compliance all applicable Labour & Other applicable Laws/ Rules/ Norms for the Tender Services.	Undertaking in the format prescribed at Appendix - A.
6	The Bidder should have not been barred/ blacklisted presently by any Department, Authority or body corporate under the Govt. of India or any state Govt.	Appendix - B.
7	Experience of having successfully completed similar works during the last 5 years ending last day of the month before the one in which bids are invited	Bidder to submit: Certificate of successful project delivery experience certified by concern agency Each project experience cited should necessarily cover Client name, scope of work delivered, name and contact details

SN	Criterion	Documents to be submitted
		of Client's representative, estimated capital cost of project, start/ end date. (Bidder can use separate sheet for each eligible project).
8	Bidder should have registration certificate issued by PWD (GoM)/ CIDCO/ Railways MJP/ MES/ CPWD	Scanned from original copy of valid Registration Certificate in appropriate class issued by PWD (GoM)/CIDCO/ Railways MJP/ MES/ CPWD
9	Bidder should have valid electrical license issued by PWD/ GoM	Scanned from original copy of valid license issued by PWD/GoM

Similar Works

Experience of having successfully completed Annual Maintenance Contract (AMC) or Comprehensive Maintenance Contract (CAMC) for Operation and/ or Maintenance of Water Supply pump houses along with the Water Supply Distribution System with Government /Semi Government / Municipal Corporation / any other public sector as a contractor during last 5 Years

Three Similar Completed works costing Not less than the Amount Equal to Cost of Rs. 48 Lakhs

OR

Two Similar Completed works costing Not less than the Amount Equal to Cost of Rs. 73 Lakhs

OR

One Similar Completed works costing Not less than the Amount Equal to Cost of Rs. 95 Lakhs

2.6 Site Location and Site Visit

Intending Bidder(s) are advised to inspect and examine the sites at their own cost and its surroundings and satisfy themselves before submitting their bids as to the nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. The Bidder shall also inspect the quantum work(s) they have to do in respect of civil, electrical & mechanical and other works for installation of their equipment(s). A Bidder(s) shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. Site visit charges will not be paid extra to the bidder.

The Bidder(s) shall be responsible for arranging and maintaining at their own cost all materials, tools & plants, and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a Bidder implies that they have read this notice and all other bidding documents and has

made themselves aware of the scope and specifications of the work to be done, local conditions and other factors having a bearing on cost & time factor of the execution of the work.

2.7 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of Bid and the Employer in no case will be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.8 Tender Documents

The tender documents are as stated below and should be read in conjunction with any corrigendum/modification issued on these documents:

- a) Notice Inviting Tender (NIT)
- b) Instructions to Bidders (ITB)
- c) Annexures for Bid Submission
- d) General Conditions of Contract (GCC)
- e) Special Conditions of Contract (SCC)
- f) Appendices

The Bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirement of the Bid submission will be at the Bidder's own risk. Bids which are not substantially responsive to the requirement of the bidding document shall be rejected.

2.9 Clarification of Bid Documents and Pre-Bid Meeting

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

2.10 Amendment of Bid Documents

At any time prior to the deadline for submission of bids, the Employer may, for any reason (s), whether at their own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by the issuance of a corrigendum/addendum. No modification of Bid shall be permissible after last date of submission, whatever may be the reason. The Employer may at their discretion may extend the deadline for submission of Tender/ Bid, if considered necessary.

Any corrigendum/ addendum thus issued shall be part of the bidding documents. Prospective Bidders shall download the same from the e-portal and submit along with the submission of Bid as token of acceptance.

2.11 Preparation of Bids

2.11.1 Language of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged between the Bidder and Employer shall be written in the English language only.

2.11.2 Bidders Responsibility

- a) The Bidder is solely responsible for the details of their Bid and the preparation of bids. In no case shall the Employer be responsible for any part of the tender documents submitted by him. Any Site information given in this tender document is for guidance only. The Bidder is advised to visit and examine the Site of works and its surroundings at their cost and obtain for themselves on their own responsibility, all information that may be necessary for preparing the tender and entering into a Contract.
- b) Irrespective of whether or not the Bidders have attended the pre-bid meeting, they shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site and clarifications/ modifications/ additions given in Pre-Bid meeting or addendum issued as per Clause 2.8 of ITB, Section-II of Volume-I, in the preparation and submission of the Bid.
- c) The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

2.11.3 Bidders Responsibility

I. Technical Bid

Bidder's technical bid shall comprise the following:

- Letter of Bid as per the form provided in Section _____
- Bid Security (EMD in form of NEFT).
- Documents establishing Bidders eligibility and qualification in accordance with Section II, 2.4
- Any other document as required in the ITB or BDS
- Bidder's financial bid shall comprise the financial quote submitted in the excel template published along with these bidding documents.

No information relating to financial terms of services should be included in the Technical Bid

2.12 Financial Bid

The Bidder shall use the financial proposal template uploaded along with this RFP for preparation of their financial proposal.

2.13 Bid Price

Unless stated otherwise in the Bidding Documents, the Bid Price shall be for the whole scope of work as described in **ITB Clause-2.2** and shall include the followings:

- a) The total price quoted by the Bidder shall be firm during the performance of the Contract. Price quoted by the Bidder with any condition shall not be accepted and same is liable to be rejected.
- b) Price should be quoted including all accessories, attachments equipment & stabilizer etc. which are essential for proper & successful operations and functioning of the equipment in their respective departments.
- c) The prices quoted shall also include charges towards freight, forwarding, delivery, installation and commissioning, warranties, insurance charges for satisfactory completion of work as per the direction of Employer/Owner at SEEPZ, Andheri, Mumbai.
- d) In case it is proposed to supply the equipment partly imported and partly manufactured in this country, tenderers are requested to indicate clearly in their tender full details of the components which are proposed to be manufactured in India and the components, which are proposed to be imported and their C.I.F price. It should be included in Part of Price Bid (Price Bid shall be on FOR at SEEPZ, Andheri, Mumbai basis in INR)
- e) Prices quoted by the Bidder shall be excluding GST and shall include all Materials, Tools & Plant, labour, supervision, profit; other levies together with all general risks, liabilities and obligations set out or implied in the contract, applicable Labour Cess, cost of insurance to this contract, all applicable tax liabilities like Income Tax & Surcharges, etc. Any other taxes/ Cess as per Government directives shall be deducted from each bill paid to the Bidder, from time to time.
- f) After reaching the supply at local port, the custom clearance responsibility would be borne by Bidder/Supplier. All applicable/required clearance/NOC/approval form various authorities is the responsibility of the supplier and any cost involved shall be borne by the Bidder/supplier.
- g) The Bidder shall issue Invoices to the Employer showing excluding GST amount, as per below clause - The Fee/ Payment is exclusive of GST. As per Ministry of Finance notification No. 18/2027- integrated Tax (rate) dated 5th July 2017, service imported by a unit or a developer in the Special Economic Zone for authorized operations is exempted from tax Inviabe under GST. Further Section 16(1) of the IGST Act defines Zero rated supply. Zero rated supply means any of the following supplies of goods or services or both namely- (a) Export of goods or services or both or (b) Supply of goods or services or both to a Special Economic Zone (SEZ) developer or SEZ unit. In view of the notification No.18/2017 issued by Ministry of

Finance Govt. of India and in terms of section 16(1) of IGST Ast, 2017, the SEEPZ SEZ Authority is exempted from GST.

- h) The Employer shall be performing all its duties of deducting TDS and other deductions on payments made to Bidder as per applicable legislation in force on the date of submission of Bid or to be newly/amended introduced during the execution of the Contract.
- i) The Bidder shall keep the contents of his tender and rates quoted by him confidential.
- j) The Bidder shall utilize Indian labor, staff and materials to the maximum extent possible in execution of Works.
- k) Every items to be supplied by bidders. If any item is left without quote bid will be rejected

2.14 Bid Validity Period

Bids shall remain valid for acceptance for a period of 180 days from the date of opening of Bids. The last date for submission of bid shall be reckoned from the last extension of bid, if any. In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by e-mail. A Bidder may refuse the request. A Bidder agreeing to the request will not be required/nor permitted to modify his bid.

2.15 Bid Security Declaration

Deleted

2.16 Bidding Condition

The Bidder shall submit offers which comply fully with the requirements of the Bid Document. Any deviation in submitted Bid for the Bidding Documents shall be liable for rejection.

2.17 Format for submittal

Format for submittal of related information for Bid shall be as per the Annexures of Section-III and shall be strictly adhered to.

The Bid shall contain no overwriting, alternations or additions. Any corrections/cuttings should be signed by the tenderer.

All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

2.18 Submission of Bids

Online submission of Bid

The complete set of Technical Bid and Financial Bid shall be submitted online only. This tender/ Bid shall follow a Single Stage Two Envelope Bid System i.e., Technical Bid and Financial Bid as given below.

a. Technical Bid

The Technical bid may be declared non-responsive / invalid, if the Bid is not accompanied by the requisite documents as stipulated in Clause **2.10.3**. The Technical Bid should not contain any financial information related to Financial Bid.

b. Financial Bid

Financial Bid shall be uploaded on E-tender portal only as per given format of Excel uploaded on CPP portal.

- c. The Bidders are advised to submit complete details with their bids. The Technical Bid Evaluation will be done on the basis of documents uploaded on e-tendering website by the Bidder. The information should be submitted in the prescribed proforma. Bids with incomplete/ambiguous information shall be summarily rejected.

2.19 Deadline for Submission of Bids

The Employer may, at their discretion, extend the deadline for submission of Bids by issuing an amendment, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

2.20 Modification and Withdrawal of Bids

The Bidder may modify or withdraw his Bid prior to deadline for submission of Bid online. No Bid will be modified after the deadline for submission of the Bid.

2.24 Employer's 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 annul the bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

2.25 Bid Opening and Evaluation

The Employer shall open the Bids online as per the schedule.

2.26 Shortfall Documents

The Employer may ask the Bidder for submission of additional documents, if required, in case of shortfall documents during the evaluation of the Bids. Request for documents and the response shall be in writing and no changes in the prices of the Bid shall be sought, offered or permitted. No modification of the Bid and any form of communication

with the Employer or submission of any additional documents, not specifically asked for by the Employer, will be allowed and even when submitted, they will not be considered by the Employer.

2.27 Confidentiality of Bids

After the public opening of Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the Award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.

Any effort by a Bidder to influence the Employer in the process of examination, clarification, evaluation and comparison of Bids, and in decisions concerning Award of Contract, may result in the rejection of their Bid.

2.28 Clarification of Bids

To assist in the examination, comparison and evaluation of Bid, the Employer may ask Bidders for clarification of the Bids, if any. But no change in price or substances of Bid will be sought, agreed or permitted. The request for clarification and its response shall invariably be in writing.

To assist in the examination, evaluation, and comparison of Bids, the Employer may, at their discretion, ask the lowest evaluated Responsive Bidder for clarification of his Bids. The request for clarification and the response shall be in writing or e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

No Bidder shall contact the Employer on any matter relating to his Bid from the time of the Bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.

Any effort by the Bidder to influence the Employer in the Bid evaluation, bid comparison or Contract award decisions may result in the rejection of the Bidders' Bid.

2.29 Determination of Responsiveness

Prior to detailed evaluation of bid it will be determined whether each Bid:

- i) has been properly signed.
- ii) is accompanied by required securities.
- iii) is substantially responsive to the requirement of the Bidding document.
- iv) provides necessary clarification or substance.

A Substantially Responsive Bid is one which conforms to all the terms, conditions & specifications without material deviation or reservation which

- i) affects in any substantial way the quality or scope of the work.
- ii) limits in any substantial way the scope of work
- iii) is inconsistent with the Bidding document
- iv) affects unfairly the competitive position of other Bidder(s).

Bids not found Substantially Responsive are liable to be rejected. Conditions if added by the Bidder, which have adverse bearing on the cost and scope of tendered work shall make the Tender/ Bid liable to disqualification.

2.30 Evaluation and Comparison of Bids

- a) The Employer shall first evaluate the Technical Bid in accordance with the requirements of the Bidding documents to ensure responsiveness of the Bids. A responsive bid shall only be considered as Technically Qualified. Bid(s) which are not found responsive shall be rejected.
- b) The Employer will evaluate and compare only the Bids determined to be substantially responsive.
- c) The evaluation of financial proposals by the Employer will take into account, in addition to the tender amounts, the following factors:
- d) Such other factors of administrative nature as the Employer may consider to have a potentially significant impact on Contract execution, price and payments, including the effect of items or rates that are unbalanced or unrealistically priced.
- e) Evaluation of Financial Bid will be based on lowest quoted by the Bidder.
- f) If the Financial Bids of lowest two Bidders are equal, then the Bidders shall be asked to resubmit the Financial Bid. No upward revision will be allowed.
- g) Any subsequent alteration in prices shall not be given any cognizance.

2.31 Award of Contract

Subject to **Clause 2.33** of ITB, the Employer shall award the Contract to the Bidder whose tender has been determined to be substantially responsive, complete and in accordance with the tender documents, and whose total evaluated price for undertaking the entire project as detailed in tender documents is the lowest.

2.32 Notification of Award

Prior to the expiry of the period of Bid validity prescribed by the Employer or any extension thereof, the Employer shall notify the successful Bidder by email and confirmed in writing by registered letter that his Bid has been accepted.

This "Letter of Award" shall contain the contract price payable to the successful Bidder in consideration of the execution, completion and maintenance of the Works by the successful Bidder as prescribed in the Contract (hereinafter and in the Conditions of Contract called "the Contract Price"). The notification of Award will constitute the part of the Contract agreement.

2.33 Signing of the Contract

Subsequent to receipt of the Letter of Award, on a date and time mutually agreed upon, or as specified in the Letter of Award, the successful Bidder or his authorized representative shall attend the office of Development Commissioner, SEEPZ-SEZ Authority, MIDC Central Road, Andheri (East), Mumbai 400 096 for signing of the

Contract Agreement. Failure on the part of the successful Bidder to comply with the above requirements will constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security.

2.34 Performance Security

a) Within 15 (Fifteen) days of receipt of the Letter of Award, but not later than the date of the signing of the Agreement, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the Contract price:

- a Bank Guarantee issued by a Scheduled Commercial Bank approved by Reserve Bank of India (RBI) as per Annexure 3 of Bid document; or
- a deposit receipt of a Scheduled Commercial Bank approved by Reserve Bank of India (RBI) in SEEPZ-Special Economic Zone payable at Mumbai.

This shall also be applicable in respect of confirmation of any extension of the Bank Guarantee as and when required.

- b) The period for submission of the Performance Security can be extended by the competent authority upon written request received from the Bidder stating the reason for delays in procuring the Performance Security to the satisfaction of the Competent Authority.
- c) Failure of the successful Bidder to comply with the requirements of performance security shall constitute sufficient grounds for cancellation of the award.
- d) The Performance Security shall be valid until the date of **60 days** after issuing of the Taking over Certificate or Completion Certificate whichever is later. The performance guarantee shall be returned to The Bidder without any interest.
- e) The Bid Security will be returned to successful bidder upon validation of performance security.

2.35 Corrupt or Fraudulent Practices

It is required that the Bidders /Bidder observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, it is defined, for the purposes of this provision, the terms set forth below as follows:

- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution
- “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract.

**SECTION-III
ANNEXURES**

Section-III - Annexures
Letter of Transmittal/ Covering Letter

From:

To

THE DEPUTY DEVELOPMENT COMMISSIONER,
SEEPZ-SEZ Authority,
MIDC Central Road,
Andheri (East), Mumbai 400 096.

Subject: Submission of bids for the work of _____

Sir,

Having examined the details given in Bid document for the above work, I/we hereby submit the relevant information.

1. I/we hereby certify that all the statement made and information supplied in the enclosed Annexures (Annexure ___to ___) and accompanying statement are true and correct.
2. I/we have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. I/we submit the requisite certified solvency certificate and authorize the Employer to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/we also authorize Employer to approach individuals, our previous employers, firms and corporation to verify our competence and general reputation.

4. I/we submit the following certificates in support of our suitability, technical knowledge and capability for having successfully completed the following eligible similar works:

Name of work	Certificate from

Certificate:

It is certified that the information given in the enclosed eligibility Bid are correct. It is also certified that I/we shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us found to be incorrect.

Enclosures:

Seal of Bidder

Date of submission:

Signature(s) of Bidder.

Annexure 1 - General Information

1.	Name of Bidder	
2.	Address for correspondence	
3.	Official e-mail for communication	
4.	Contact Person: Telephone Nos. Fax Nos. Mobile	
5.	Type of Organization:	
6.	Place and Year of Incorporation	
7.	Details of Registration of Proprietor/ Partners / Directors with various Institutions	
8.	Name of Directors/Partners in the organization and their status along with their qualifications.	
9.	Name(s) of the persons along with their qualification and designation, who is authorized to deal with Employer (Attach copy of power of Attorney)	
10.	Details of Awards/Appreciations supported with document to be submitted.	
11.	Bank Details Name of the Bank: Account Number: IFSC Code: Name & Address of the Branch: MICR Code:	

Signature of Bidder with Seal

Annexure 2 - Bid Security Declaration

DELETED

Annexure 3 - Form of Bank Guarantee for Performance Security

To
THE DEPUTY DEVELOPMENT COMMISSIONER,
SEEPZ-SEZ Authority,
MIDC Central Road,
Andheri (East), Mumbai 400 096.

In consideration of _____ (Employer's name) hereinafter referred to as "the Employer" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to _____ (Bidder's name & address) hereinafter referred to as "The Bidder" (which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) a Contract, by issue of Employer's Notification of Award No. _____ dated _____ and the same having been unequivocally accepted by the Bidder, resulting into a Contract valued at Rs. _____ (Rupees only) for _____ (name of work) hereinafter called "the Contract" and The Bidder having agreed to provide a Contract Performance Security for the faithful performance of the entire Contract equivalent to Rs. _____ (5% of the said value of the Contract to the Employer). We, _____ (name & address of Bank) hereinafter referred to as "the Bank" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay the Employer, on demand any or, all monies payable by The Bidder to the extent of Rs. _____ (Rupees only) as aforesaid at any time upto _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and The Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the Employer and further agrees that the Guarantee herein contained shall continue to be enforceable till the Employer discharges this Guarantee.

We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Bidder and accordingly discharges the Guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from, time to time to extend the time for performance of the Contract by the Bidder. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against The Bidder and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and The Bidder or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any

exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision, have the effect of relieving the Bank. The Guarantee shall not be affected by a change in the constitution of the Bank or of the Employer.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against The Bidder and notwithstanding any security or other Guarantee that the Employer may have in relation to the Bidder's liabilities.

We the Said Bank do hereby declare that we have absolute and unconditional power to issue this Guarantee in your favour under the Memorandum and Articles of Association or such other constitutional documents of the Bank and the undersigned have full power to execute this Guarantee under the Power of Attorney/ Post Approval Authorization dated ____ of the Bank granted to him / us by the Bank.

We the said Bank do hereby declare and undertake that your claim under the Guarantee shall not be affected by any deficiency or other defect in the powers of the Bank or its officials and the Guarantee shall be deemed to have been issued as if the Bank and its officials have all the powers and authorization to give this Guarantee on behalf of the Bank.

We the said Bank do hereby certify the genuineness and appropriateness of the Stamp paper and stamp value used for issuing the Guarantee. We the said Bank do hereby declare and undertake that your claim under the Guarantee shall not be affected by any deficiency or other defect in the stamp paper or its stamp value.

We the said Bank do hereby declare that our payments hereunder shall be made to you, free and clear of and without and deduction, reduction on account of any reasons including any and all present and future taxes, levies, charges of withholding whatsoever imposed or collected with respect thereto.

Notwithstanding anything contained hereinabove our liability under this Guarantee is restricted to Rs. _____ (Rupees only) and it shall remain in force upto and including _____ and shall be extended from time to time for such period as may be desired by SEEPZ-SEZ Authority to whom this Bank Guarantee has been given. Notwithstanding anything contained herein,

- i) Our liability under this Guarantee shall not exceed Rs. _____ (Rupees only)
- ii) This Bank Guarantee shall be valid until the date of 60 days after issuing of the Taking Over Certificate or Completion Certificate by the Authority, whichever is later; and
- iii) We are liable to pay up to the Guaranteed amount only and only if we receive from you a written claim or demand within the claim period not later than 12 months from the said expiry date relating to default that happened during the period and shall your rights under this Bank Guarantee shall be extinguished and our liability under the Bank Guarantee shall stand discharged unless such written claim or demand is received by us from you on or before _____ being the date of expiry of the claim period. **(indicate a date 12 months after validity of Guarantee).**

Dated this _____ day of _____ at _____

(Signature)

For the Bank with seal

Name: Designation:

Power of Attorney No.:

Annexure 4 - Details of Similar Works Executed During Last 05 Years

Sl. No.	Name of work and its location	Name of Client	Date of Start	Date of Completion	Date of issue of Completion Certificate	Cost of the work on completion	Cost of the Work on current cost level	Litigation / Arbitration cases pending / in progress with details	Reference and Page No. of Documentary Proof
1.									
2.									
3.									
4.									
5.									
6.									

Certified that the Completion Certificates of above works are enclosed with the Tender Documents. Details mentioned in the above Form are as per Completion Certificates and have not been presumed. If any detail is not mentioned in the Work Completion Certificate, documentary proof of detail is to be submitted with the Completion Certificate.

Signature of Bidder with Seal

Annexure 5 - Preferred format for Work Experience Certificate from Clients

Name of Bidder

1	Name of work/project & Location				
2	Name and Address of the				
3	Agreement Amount				
4	Estimated Cost				
4	Tender Amount				
5	Cost of the work on completion				
6	Date of start				
7	Stipulated date of completion.				
8	Actual date of completion/ likely date of completion				
9	Amount of compensation levied for delayed completion, if any				
10	Performance report	Very Good	Good	Fair	Poor
(a)	Quality of work	Very Good	Good	Fair	Poor
(b)	Resourcefulness	Very Good	Good	Fair	Poor
(c)	Financial soundness	Very Good	Good	Fair	Poor
(d)	Technical proficiency	Very Good	Good	Fair	Poor
(e)	General behavior	Very Good	Good	Fair	Poor

Date

Name & Designation of the Authority
Signature with Seal of the Bidder

Annexure 6 - Undertaking for Manpower Deployment

[Affidavit on Non-Judicial Stamp Paper of Rs.100/- duly attested by Notary / Magistrate]

This is to certify that We, M/s _____, in submission of this offer confirm that:

We have carefully gone through the Instructions to Bidders (ITB) and all the documents, Forms & Annexures, etc. mentioned therein (which is sacrosanct) of work of “_____”

- i. Our tender is offered taking due consideration of all factors including site requirements information and conditions of each and every proposed location of the upcoming Institute stated in the detailed Instructions to Bidders to execute the work up to the standards as laid out in Employer's Requirements and other sections of ITB.
- ii. We agree to employ at our cost the adequate number of technical staff during the execution of this work depending upon the requirement of work. For this purpose, the numbers to be deployed, their qualification, experience as decided by SEEPZ-SEZ Authority shall be final and binding on us. We shall not be entitled for any extra payment in this regard.
- iii. SEEPZ-SEZ Authority shall have full power and without giving any reason to us, immediately to get removed any representative, staff and workmen or employees on account of misconduct negligence or incompetence or whose continued employment may in his opinion be undesirable. We shall not claim any compensation on this account.
- iv. We shall deploy additional manpower as deemed fit and required to complete the project within stipulated completion period, without any additional cost to the Employer.

SEAL, SIGNATURE & NAME OF THE BIDDER (Authorized Person Signing this document)

Annexure 7 - Financial Information - Turnover

Financial Analysis: Details to be furnished duly supported by figures in balance sheet for last 3 years duly certified by the Chartered Accountant/statutory auditor carrying valid UDIN no generated from ICAI Portal, as submitted by the applicant to the Income Tax Department

Years	Annual turnover	Net Worth as on last date of the financial year
2022 - 23		
2023 -24		
2024 -25		
Average		

**Signature of Chartered Accountant
(with Seal)**

**Signature of Bidder(s) (with
Seal)**

Annexure 8 - Financial Information – Profit & Loss

Profit/ Loss Statement: Details to be furnished duly supported by figures in profit/ loss statement sheets for last 3 years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department

Years	PROFIT	LOSS
2022 - 23		
2023 -24		
2024 -25		

**Signature of Chartered Accountant
(with Seal)**

**Signature of Bidder(s) (with
Seal)**

Annexure 9 - Format of no Deviation Certificate

(To be submitted on Bidder's Letter Head)

To

THE DEPUTY DEVELOPMENT COMMISSIONER,
SEEPZ-SEZ Authority,
MIDC Central Road,
Andheri (East), Mumbai 400 096.

Subject: No Deviation Certificate for -- Appointment of Service Provider for providing Annual Maintenance Contract for Water Supply & Allied Works in SEEPZ SEZ, Andheri, Mumba

Dear Sir,

With reference to above this is to confirm that as per Tender conditions we have visited site before submission of our Offer and noted the job content and site condition etc. We also confirm that we have not changed/modified the above tender document and in case of observance of the same at any stage it shall be treated as null and void.

We hereby also confirm that we have not taken any deviation from Tender Clause together with other reference as enumerated in the above referred Notice Inviting Tender and we hereby convey our unconditional acceptance to all terms & conditions as stipulated in the Tender Document without any exception including any corrigendum / addendum and replies to pre-bid queries. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null and void.

Yours faithfully,

Signature, name and designation of
The Authorized signatory)

Name and seal of Bidder

Date:

Place
:

Annexure – 10 Format for Joint Bidding Agreement (in case of JV/Consortium)

(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the [date in words] day of [month in words] [year in 'yyyy' format].

AMONGST

1. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

3. [Name of company], a company incorporated under the Companies Act, 1956 and having its registered office at [registered address] (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above-mentioned parties of the [FIRST, SECOND AND THIRD] PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”.

WHEREAS,

- a) SEEPZ SEZ Authority, its office at MIDC, Andheri East (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (“the Applications”) by its Request for Proposal No. [number] dated [date] (the “RFP”) for appointment of consultant for [name of assignment] (the “Consultancy”).
- b) The Parties are interested in jointly bidding for the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Consultancy, and
- c) It is a necessary condition under the Consultancy document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.
2. Consortium:
 - a) The Parties do hereby irrevocably constitute a consortium (the “Consortium”) for the purposes of jointly participating in the selection process for the Consultancy.
 - b) The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this Consultancy, either directly or indirectly or through any of their Affiliates.
3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected Consultant and awarded the Consultancy, the Parties shall enter into a

contract for consultancy services ("Contract") with the Authority and for performing all obligations as the Consultant in terms of the Contract for the Consultancy.

4. Role of the parties: The Parties hereby undertake to perform the roles and responsibilities as described below:
 - a) Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney (**Refer to Appendix C**) from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the Consultancy and until the Effective Date under the Contract;
 - b) Party of the Second Part shall be [role]; and
 - c) Party of the Third Part shall be [role]; and,
5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy and in accordance with the terms of the RFP and the Contract, for the performance of the Contract.
6. Member in-charge: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge and the Authority shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:
 - a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Authority shall be entitled to rely upon any such action, decision or communication from the Member in Charge;
 - b) consolidated invoices for the services in relation to the Consultancy performed by all the Members shall be prepared and submitted by the Member in Charge and the Authority shall have the right to release payments solely to the Member in Charge and the Authority shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
 - c) any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.
7. Representation of the Parties: Each Party represents to the other Parties as of the date of this Agreement that:
 - a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
 - b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;

- iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.
8. Termination: This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Effective Date under the Contract, in case the Consultancy is awarded to the Consortium. However, in case the Consortium is not selected for award of the Consultancy, the Agreement will stand terminated upon intimation by the Authority that it has not been selected and upon return of the Bid Security by the Authority.
9. Miscellaneous
- a) This Joint Bidding Agreement shall be governed by laws of India.
 - b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED

For and on behalf of MEMBER IN-CHARGE by:

[Signature] [Name] [Designation] [Address]

SIGNED, SEALED & DELIVERED

For and on behalf of SECOND PART by:

[Signature] [Name] [Designation] [Address]

SIGNED, SEALED & DELIVERED

For and on behalf of THIRD by:

[Signature] [Name] [Designation] [Address]

In presence of:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Notes:

- 1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal or official seal of all members.**
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

SECTION-IV
GENERAL CONDITIONS OF CONTRACT (GCC)

Section-IV - General Conditions of Contract

A. Definitions

In the Contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them: -

1. **Applicable Law** means the laws and any other instruments having the force of law in India.
2. **Employer** means SEEPZ-SEZ Authority, Mumbai.
3. **Project** means “Annual Maintenance Contract for Water Supply & Allied Works in SEEPZ SEZ , Andheri, Mumbai”.
4. **Approval** means approved by SEEPZ-SEZ Authority.
5. **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Employer, SEEPZ SEZ Authority and the Bidder/Service Provider, together with the documents referred to therein including these conditions, the specifications and instructions issued from time to time by the Authority and all these documents taken together, shall be deemed to form one Contract and shall be complementary to one another.
6. **Contract Price** or Contract value means the sum indicated in the Letter of Award for the performance of the Services, in accordance with conditions of the Contract, and includes adjustments in accordance with the Contract.
7. **Bidder/Tenderer/Bidder/Supplier** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company who are participating in Bidding process and will Execute the project after award of the Works as Bidder/Supplier.
8. **Estimated Cost** means estimated cost put to tender for inviting Financial Bid from the interested Bidders.
9. **Effective Date** means the date on which this Contract comes into force and effect pursuant.
10. **In writing** means communicated in written form with proof of receipt.
11. **Language** means all documents and correspondence in respect of this Contract shall be in UK English Language.
12. **Letter of Award (LOA)** shall mean the Employer’s letter or notification conveying his acceptance of the tender subject to such conditions as may have been stated therein.
13. **Month** means English Calendar month ‘Day’ means a Calendar Day of 24 Hrs. each.
14. **Bid/Bids/Tender** shall mean the offer submitted by a Bidder in accordance with this document for the above project.
15. **Works** or **Work** shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the Contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

16. **Sites or Locations** shall mean the land/or other places on, into or through which work is to be executed under the Contract or any adjacent land, path or street through which work is to be executed under the Contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the Contract.
17. The Bidder's Bid is the completed Bidding document submitted by the Bidder to the Employer and includes Technical and Financial bids;
18. A Defect is any part of the Works not completed in accordance with the Contract;
19. The Warranty (On site)/Defects Liability Period shall be 12 months and shall commence from the date of issue of the Taking over Certificate or Completion Certificate whichever is later.
20. Intended Completion Date is the date on which it is intended that The Bidder shall complete the Works. The Intended Completion Date shall be 2 months from the date of commencement of work. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
21. Materials are all supplies, including consumables, used by The Bidder for incorporation in the Works.
22. Specification means the Specification of the works included in the Contract and any modification or addition made or approved by the Employer.
23. A Variation or Change in Scope is an instruction given by the Authority , which varies and change the scope of Works.

B. Interpretation

- I. In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their general meaning under the language of the Contract unless specifically defined. The Employer provides instructions clarifying queries about the Conditions of Contract.
- II. If sectional completion is specified in the Contract, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- III. The documents forming the Contract shall be interpreted in the following order of priority:
 - 1) Contract Agreement
 - 2) Letter of Award, notice to proceed with the works
 - 3) Schedule of Quantities
 - 4) Corrigendum/ Addendum
 - 5) General Conditions of Contract
 - 6) Special Conditions of Contract (SCC).
 - 7) Correspondence with the Bidders (as applicable)
 - 8) Signed Copy of Documents submitted at the time of Bid Submission
 - 9) Bidder's Financial Bid

C. Discrepancies and Adjustment of Errors

- i) If there are varying or conflicting provisions made in any one document forming part of the Contract, the authority shall be the deciding with regard to the intention of the document and his decision shall be final and binding on the Bidder.
- ii) Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release The Bidder from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

D. Sufficiency of Tender

- i) The Bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his Bid for the Works and of the rates and prices stated in the Schedule of Quantities, which Bid rates and prices shall, except in-so far as it is otherwise provided in the Contract, cover all his obligations under the Contract, and all matters and things necessary for the proper execution/completion and maintenance of the works.
- ii) The Bidder shall, subject to the provisions of the Contract, and with due care and diligence, execute and maintain the Works and provide all labor, including the supervision thereof, materials, constructional plant and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.
- iii) The Bidder shall take full responsibility for the adequacy, stability and safety of all site operations and methods of construction.
- iv) The Bidder shall promptly inform the Authority of any error, omission, fault and other defect in the design of or specifications for the Works which are discovered when reviewing the Bidding Documents or in the process of execution of the Works.
- v) All instructions and orders given by the Authority at Site are to be maintained in the Site Order Book and shall be taken to have been conveyed to The Bidder for his compliance.
- vi) Rectification of defects (if any) in Warranty/Defects Liability Period.
- vii) Clearance of site before Handing over of the facilities after fulfilling all the Obligations as per the Contract

E. Clauses of Contract:

Clause 1: Performance Security

- i) The Bidder shall submit an irrevocable Performance Security of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the Contract for his proper performance of the Contract agreement, (not withstanding and/or without prejudice to any other provisions in the Contract) within period and as per format as well as other conditions as specified in **Clause 2.34 of Section-II.**
- ii) The Authority shall not make a claim under the performance Security except for amounts to which the Employer is entitled under the Contract (not withstanding and/or without prejudice to any other provisions in the Contract agreement) in the event of:

- (a) Failure by The Bidder to extend the validity of the Performance Security as described herein above, in which event the Authority may claim the full amount of the Performance Security.
- (b) Failure by The Bidder to pay Employer any amount due, either as agreed by The Bidder or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Authority.
- iii) In the event of the Contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the Performance Security shall stand forfeited in full and shall be absolutely at the disposal of the Employer.
- iv) The Performance Security shall be valid until the date of **60 days** after issuing of the Taking over Certificate or Completion Certificate whichever is later from the Authority. The performance guarantee shall be returned to The Bidder without any interest.

Clause 1A: Recovery of Security Deposit

- i) The Bidder whose tender may be accepted (hereinafter called the Bidder) shall permit Employer at the time of making any payment to him for work done under the Contract to deduct a sum at the rate of 5% of the gross amount of each running bill.
- ii) The Security Deposit as deducted above shall be released within 60 days of successful completion of 12 months of Warranty/Defect Liability as Certified by the Authority or till the final bill has been prepared and passed whichever is later.

Clause 2: Compensation for Delay

Sr. No.	KPI	Max. response time no penalty	Penalty Value (in Rs.)		
			Lower Performance	Performance Breach	Unacceptable Performance
1	Delay in meter connection	7 days	Delay by 10 days – Rs. 150/- per day per case	Delay by 12 days – Rs. 250/- per day per case	Delay by 14 days – Rs. 380/- per day per case and Notice for underperformance
2	Delay in meter disconnection	7 days	Delay by 10 days – Rs. 100/- per day per case	Delay by 12 days – Rs. 200/- per day per case	Delay by 14 days – Rs. 300/- per day per case and Notice for underperformance
3	Replacement of damaged/leaking pipes of all type, including the repairs to the pipeline distribution network				
	Semi – Critical Activity: Response time with no penalty - 6 hrs				
3.1	40 mm nominal outer dia pipes	6 hrs	Response time between 6 - 8 hrs Rs.75/- per hour, per case	Response time between 8 - 10 hrs Rs.125/- per hour, per case	Response time between 10 - 12 hrs Rs.200/- per hour, per case with Notice for underperformance
3.2	50 mm nominal outer dia Pipes	6 hrs	Response time between 6 - 8 hrs	Response time between 8 - 10 hrs	Response time between 10 - 12 hrs

Sr. No.	KPI	Max. response time no penalty	Penalty Value (in Rs.)		
			Lower Performance	Performance Breach	Unacceptable Performance
			Rs.100/- per hour, per case	Rs.150/- per hour, per case	Rs.225/- per hour, per case with Notice for underperformance
	Critical Activity: Response time with no penalty - 3 hrs				
3.3	75 mm nominal inner dia Pipes	3 hrs	Response time between 3 - 4 hrs Rs.125/- per hour, per case	Response time between 4 - 5 hrs Rs.175/- per hour, per case	Response time between 5 - 6 hrs Rs.250/- per hour, per case with Notice for underperformance
3.4	100 mm nominal inner dia Pipes	3 hrs	Response time between 3 - 4 hrs Rs.150/- per hour, per case	Response time between 4 - 5 hrs Rs.200/- per hour, per case	Response time between 5 - 6 hrs Rs.275/- per hour, per case with Notice for underperformance
4	Replacement of damaged double flange sluice valve				
	Semi - Critical Activity: Response time with no penalty - 6 hrs				
4.1	80 mm.	6 hrs	Response time between 6 - 8 hrs Rs.75/- per hour, per case	Response time between 8 - 10 hrs Rs.125/- per hour, per case	Response time between 10 - 12 hrs Rs.200/- per hour, per case with Notice for underperformance
4.2	100 mm.	6 hrs	Response time between 6 - 8 hrs Rs.100/- per hour, per case	Response time between 8 - 10 hrs Rs.150/- per hour, per case	Response time between 10 - 12 hrs Rs.225/- per hour, per case with Notice for underperformance
	Critical Activity: Response time with no penalty - 3 hrs				
4.3	250 mm.	3 hrs	Response time between 3 - 4 hrs Rs.150/- per hour, per case	Response time between 4 - 5 hrs Rs.200/- per hour, per case	Response time between 5 - 6 hrs Rs.275/- per hour, per case with Notice for underperformance
5	Replacement of damaged D.I. fittings; MJ Collar/Coupling				
	Non - Critical Activity: Response time with no penalty - 8 hrs				
5.1	80 mm dia	8 hrs	Response time between 8 - 10 hrs Rs.75/- per hour, per case	Response time between 10 - 12 hrs Rs.125/- per hour, per case	Response time between 12 - 14 hrs Rs.200/- per hour, per case with Notice for underperformance
5.2	100 mm dia	8 hrs	Response time	Response time	Response time

Sr. No.	KPI	Max. response time no penalty	Penalty Value (in Rs.)		
			Lower Performance	Performance Breach	Unacceptable Performance
			between 8 - 10 hrs Rs.100/- per hour, per case	between 10 - 12 hrs Rs.150/- per hour, per case	between 12 - 14 hrs Rs.225/- per hour, per case with Notice for underperformance
	Semi - Critical Activity: Response time with no penalty - 6 hrs				
5.3	150 mm dia	6 hrs	Response time between 6 - 8 hrs Rs.125/- per hour, per case	Response time between 8 - 10 hrs Rs.175/- per hour, per case	Response time between 10 - 12 hrs Rs.250/- per hour, per case with Notice for underperformance
5.4	250 mm dia	6 hrs	Response time between 6 - 8 hrs Rs.150/- per hour, per case	Response time between 8 - 10 hrs Rs.200/- per hour, per case	Response time between 10 - 12 hrs Rs.275/- per hour, per case with Notice for underperformance
	Critical Activity: Response time with no penalty - 3 hrs				
5.5	300 mm dia	3 hrs	Response time between 3 - 4 hrs Rs.175/- per hour, per case	Response time between 4 - 6 hrs Rs.225/- per hour, per case	Response time between 6 - 8 hrs Rs.300/- per hour, per case with Notice for underperformance
5.6	400 mm dia	3 hrs	Response time between 3 - 4 hrs Rs.200/- per hour, per case	Response time between 4 - 6 hrs Rs.250/- per hour, per case	Response time between 6 - 8 hrs Rs.325/- per hour, per case with Notice for underperformance
6	Replacement of damaged Air Valves				
	Critical Activity: Response time with no penalty - 3 hrs				
6.1	50 mm	3 hrs	Response time between 3 - 4 hrs Rs.75/- per hour, per case	Response time between 4 - 6 hrs Rs.125/- per hour, per case	Response time between 6 - 8 hrs Rs.200/- per hour, per case with Notice for underperformance
6.2	80 mm	3 hrs	Response time between 3 - 4 hrs Rs.100/- per hour, per case	Response time between 4 - 6 hrs Rs.150/- per hour, per case	Response time between 6 - 8 hrs Rs.225/- per hour, per case with Notice for underperformance
7	Biometric attendance	Compulsory Every day, instance	1 st Instance: Rs.500 per occurrence	2 nd Instance: Rs.750 per occurrence	3 rd Instance: Rs.1000 per occurrence

Sr. No.	KPI	Max. response time no penalty	Penalty Value (in Rs.)		
			Lower Performance	Performance Breach	Unacceptable Performance
		means instance of absence without equal substitute	day, per person	day, per person	day, per person with Notice for non-compliance

- 1.1 Three (3) Notices of non-compliance or non-performance issued by SEEPZ SEZ Authority without receipt of satisfactory explanatory reports from the Contractor for each Notice shall be cause for termination of the Contract.
- 1.2 In the event of failure to provide services enlisted in scope of work or specified in the contract documents and in the event of breach of any of the terms and conditions mentioned in the contract document, SEEPZ-SEZ Authority shall have the right:
 - 1.2.1 To recover from the Bidder/Supplier, a sum not less than 1.0% (One percent) of the contract price as aforesaid for each week or part of a week during which the installation of such equipment may be in arrears, limited to 10% of Contract price. To cancel the supply order or a portion thereof, and if so desired to purchase the equipment at the risk and cost of the defaulting Supplier.
 - 1.2.2 To extend the period of delivery with or without penalty as may be considered fit and proper, the penalty, if imposed shall not be more than the agreed Liquidated Damages.
 - 1.2.3 To forfeit the performance security full or in part.

Clause 3: When Contract can be Determined

Subject to other provisions contained in this clause, the Authority may, without prejudice to his any other rights or remedy against The Bidder in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this Contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the Contract in any of the following cases:

- i. If The Bidder having been given by the Authority a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or un-workman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- ii. If The Bidder has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Authority (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Authority.
- iii. If The Bidder fails to complete the work or section of work with individual date of completion on or before the stipulated or justified extended date, on or before such date of completion; and the Authority without any prejudice to any other right or remedy under any other provision in the contract has given further reasonable time in a notice

given in writing in that behalf as either mutually agreed or in absence of such mutual agreement by his own assessment making such time essence of contract and in the opinion of Authority. The Bidder will be unable to complete the same or does not complete the same within the period specified.

- iv. If The Bidder persistently neglects to carry out his obligations under the Contract and/or commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Authority.
- v. If The Bidder shall offer or give or agree to give to any person in the Employer's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for SEEPZ-SEZ.
- vi. If The Bidder shall enter into a Contract with the Employer in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Authority.
- vii. If The Bidder had secured the Contract with the Employer as a result of wrong tendering or other non-bonfire methods of competitive tendering or commits breach of Integrity Agreement.
- viii. If The Bidder being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.
- ix. If The Bidder being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- x. If The Bidder shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- xi. If The Bidder assigns, transfers, sublets (engagement of labor on a piece- work basis or of labor with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Authority.

When The Bidder has made himself liable for action under any of the cases aforesaid, the Authority on behalf of the Employer shall have powers:

- a) To determine the Contract as aforesaid (of which termination notice in writing to The Bidder under the hand of the Authority shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Security under the Contract shall

be liable to be forfeited and shall be absolutely at the disposal of the Employer.

- b) After giving notice to The Bidder to measure up the work of The Bidder and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another Bidder to complete the work. The Bidder, whose Contract is determined as above, shall not be allowed to participate in the tendering process for the balance work

In the event of above courses being adopted by the Authority, The Bidder shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the Contract. And in case action is taken under any of the provision aforesaid, The Bidder shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this Contract unless and until the Authority has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Note:

Actions under Clause 2 and 3 are independent.

The compensation under Clause 2 is for loss caused due to delay in performance, whereas, the compensation under Clause 3 is for consequential losses due to non-performance of the Contract. Hence, the Employer is entitled to compensation under Clause 3 and Clause 2 independently. Hence, the Employer is empowered to take action under Clause 2 for levy of compensation depending on liability of Bidder under Clause 2 based on the delay at the stage of Clause 3 action, before determination.

Clause 4: Bidder Liable to Pay Compensation Even if Action not Taken under

In any case in which any of the powers conferred upon the Authority by **Clause 3** thereof, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by The Bidder and the liability of The Bidder for compensation shall remain unaffected. In the event of the Authority putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the Bidder, take possession of (or at the sole discretion of the Authority which shall be final and binding on the Bidder) use as on hire (the amount of the hire money being also in the final determination of the Authority) all or any tools, plant, materials and stores, in or upon the works, or the site thereof belonging to the Bidder, or procured by The Bidder and intended to be used for the execution of the work/or any part thereof, paying or allowing for the same in account at the Contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Authority , whose certificate thereof shall be final, and binding on the Bidder, clerk of the works, foreman or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) in the event of The Bidder failing to comply with any such requisition, the Authority may remove them at the Bidder's expense or sell them by auction or private sale on account of The Bidder and his risk in all respects and the certificate of the Authority as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the Bidder.

Clause 5: Time and Extension for Delay

The time allowed for execution of the Works as specified in the Contract or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in Contract. If The Bidder commits default in commencing the execution of the work as aforesaid, the Employer shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the Performance Security absolutely.

5.1 If the work(s) be delayed by:

- (i) Force majeure, or
- (ii) Abnormally bad weather, or
- (iii) Serious loss or damage by fire, or
- (iv) Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- (v) Delay on the part of other Bidders or tradesmen engaged by Authority in executing work not forming part of the Contract, or
- (vi) Non-availability or break down of tools and Plant to be supplied or any other cause which, in the absolute discretion of the Authority is beyond the Bidder's control.

Then upon the happening of any such event causing delay give notice thereof in writing to the Authority but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Authority to proceed with the works.

The Bidder shall have no claim of damages for extension of time granted or rescheduling of milestone/s for events listed in **sub-clause 5.1**

5.2 In case the work is hindered by the Employer or for any reason / event, for which the Employer is responsible, the Authority, if justified, give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension of time or rescheduling of milestone/s shall be without prejudice to any other right or remedy of the parties in contract or in law; provided further that for concurrent delays under this sub-clause and sub-clause 5.1 to the extent the delay is covered under sub-clause 5.1 The Bidder shall be entitled to only extension of time and no compensation/damages.

5.3 Request for rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by The Bidder in writing within fourteen days of the happening of the event causing delay on the prescribed form to the Authority. The Bidder may also, if practicable, indicate in such a request the period for which extension is desired. The Bidder shall indicate in such a request the period by which rescheduling of milestone/s or extension of time is desired. With every request for rescheduling of milestones, or if at any time the actual progress of work falls behind the approved programme by more than 10% of the stipulated period of completion of contract, The Bidder shall produce a revised programme which shall include all details of pending drawings and decisions required to complete the contract and also the target dates by which these details should be available without causing any delay in execution of the work. An amount as deemed appropriate by the Authority shall be deducted on per day basis in case of delay in submission of the revised programme.

5.3.1 In any such case the Authority may give a fair and reasonable extension of time for completion of work or reschedule the mile stones. Authority shall finalize/ reschedule a particular mile stone before taking an action against subsequent mile stone. Such extension or rescheduling of the milestones shall be communicated to The Bidder by the Authority in writing, within 21 days of the date of receipt of such request from The Bidder in prescribed form. In event of non-application by The Bidder for extension of time Authority after affording opportunity to the Bidder, may give, supported with a programme (as specified under clause 5.3 above), a fair and reasonable extension within a reasonable period of occurrence of the event.

5.4 In case the work is delayed by any reasons, in the opinion of the Authority , by The Bidder for reasons beyond the events mentioned in sub clause 5.1 or sub clause 5.2 or sub clause 5.3 and beyond the justified extended date; without prejudice to right to take action under Clause 3, the Authority may grant extension of time required for completion of work without rescheduling of milestones. The Bidder shall be liable for levy of compensation for delay for such extension of time.

Clause 6: Measurements of Work Done

Authority shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All measurements of all items having financial value shall be entered by The Bidder and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the Employer so that a complete record is obtained of all the items of works performed under the contract.

All such measurements recorded by The Bidder or his authorized representative from time to time, during the progress of the work, shall be got checked by The Bidder from the Authority - DC or his authorized representative as per interval or program fixed in consultation with Authority or his authorized representative. After the necessary corrections made by the Authority, the measurement sheets shall be returned to The Bidder for incorporating the corrections and for resubmission to the Authority for the dated signatures by the Authority – DC and The Bidder or their representatives in token of their acceptance.

Whenever bill is due for payment, The Bidder would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Authority - DC and/or his authorized representative. The Bidder will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the Employer a computerized measurement book, duly bound, and with its pages machine numbered. The Authority and/or his authorized representative would thereafter check this MB and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the Bidder, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, The Bidder shall have to submit a fresh computerized MB with its pages duly machine numbered and bound. The Bidder shall submit two spare copies of such computerized MB's for the purpose of reference and records.

The Bidder shall also submit to the Employer separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Authority.

The Bidder shall, without extra charge, provide all assistance with every appliance, labor and other things necessary for checking of measurements/levels by the Authority or his representative.

It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve The Bidder from liabilities from any over measurement or defects noticed till completion of the Defects Liability Period.

Clause 7: Payment on Intermediate Certificate to be regarded as Advances

The interim or running account bill shall be submitted by The Bidder for work executed on the basis of recorded measurements on the format of the Employer in triplicate on or before the date of every month fixed for the same by the Authority. Bidder shall submit the bill with all requisite certificates/ documents. Authority shall arrange to have the bill verified by taking or causing to be taken where necessary, the requisite measurement of the work within 15 working days. Observations if any shall be conveyed by the Authority to The Bidder within 25 working days. Bidder shall resubmit the bill after compliance of observations. Payment on account of amount admissible shall be made by the Authority certifying the sum to which The Bidder is considered entitled by way of interim payment at such rates as decided by Authority. The amount shall be paid by 30 working days after the day of presentation of the corrected bill by The Bidder to the Authority or his representative, subject to fulfillment of clause 37 of this section. Any delay in release of payment by Employer shall not entitle The Bidder to any compensation / interest from Employer.

All such interim payments shall be regarded as payment by way of advances against final payment only and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be rejected, removed, taken away and reconstructed or re-erected. Any certificate given by the Authority relating to the work done or materials delivered forming part of such payment, may be modified or corrected by any subsequent such certificate(s) or by the final certificate and shall not by itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract and specifications. Any such interim payment, or any part thereof shall not in any respect conclude, determine or affect in any way powers of the Authority under the Contract or any of such payments be treated as final settlement and adjustment of accounts or in any way vary or affect the Contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided without prejudice to the right of the Employer to take action under the terms of this Contract for delay in the completion of work, if the extension of date of completion is not granted by the Competent Authority.

It is clearly agreed and understood by The Bidder that notwithstanding anything to the contrary that may be stated in the agreement between Employer and the Bidder; The Bidder shall become entitled to payment only after Employer has received the corresponding payment(s) from the Owner for the work done by the Bidder. Any delay in the release of payment by the Owner to Employer leading to a delay in the release the corresponding payment by Employer

to The Bidder shall not entitle The Bidder to any compensation/interest from Employer.

All payments shall be released by way of e-transfer through RTGS in India directly at their Bank account by Employer.

PAYMENT TERMS

Payments in regard to AMC:

- a) The service provider shall submit a bill for payment at the end of **every month**. The bill shall be in accordance with the operations carried out during the Contract Period from the last date of the previous bill and shall also account for any outstanding amounts, which are due from the Authority.
- b) The bill, in addition to payments due for the month shall contain supporting documents, which shall include without limitation; statements of:
 - i. Payment proof of wages for previous month to manpower
 - ii. Attendance sheet (biometric extract) for the month
 - iii. Jointly (with SEEPZ SEZ designated personnel) certified measurement book for works done for the month
 - iv. Calculations on any amounts due arising from any extraordinary adjustments, penalties, extra work, variations; and
- c) The Authority shall check the Operator's bill and certify the amount to be paid to the service provider after taking into account any penalties for the period in question. Where the penalties are still to be determined, the Authority shall proceed to make payment to an extent of ninety (90) per cent of the amounts due, subject to the condition that no major deficiency in the operations has been noticed.
- d) The Authority shall pay the Operator the amounts certified by the Competent Authority within sixty (60) days of the date of each certificate. All payments shall be made in Indian Rupees.
- e) The Authority shall compute and verify the penalty applicable in the bill submitted by the Service provider. If the Authority is of the opinion that the penalty was warranted, it shall make necessary adjustments to approve the same and certify complete payments due to the service provider in the next month. However, if the Authority is of the opinion that such penalty is not warranted, the excess amounts shall be adjusted from the payment due to the service provider for the following month.

Clause 10A: Escalations in Contract amount during extension

The Contract Price stipulated within this Agreement for the two (2) year Annual Maintenance Contract (AMC) shall also apply to any extension of the AMC beyond the initial two (2) year period. There will be **no provision for price escalation or adjustment for any extended term**. Any extension of this Agreement is contingent upon mutual written agreement between the Parties.

Clause 10B: Deviations/ Variations: Extent

- 10.1 The Authority shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, (ii) increase or decrease the quantity of any work included in the Contract, (iii) change the character or quality or kind of any such work, (iv) change any specified sequence, or timing of construction of any part of the Works and (v) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and The Bidder shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Authority and such alterations, omissions, additions or substitutions, etc. shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which The Bidder may be directed to do in the manner specified above as part of the works, shall be carried out by The Bidder on the same conditions in all respects on which he agreed to do the main work.

No such variations shall in any way vitiate or invalidate the Contract, but the effect if any, of all such variations shall be valued in accordance with Clause – 10A.

Provided that where the issue of an instruction to vary the Works is necessitated by some default of or breach of Contract by The Bidder or for which he is responsible, any additional cost attributable to such default shall be borne by the Bidder.

- 10.2 The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, be extended, if requested by the Bidder, as follows;
- i) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original tendered value plus
 - ii) 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Authority.

- 10.3 The unit rate mentioned in Schedule of Quantities (SoQ) for the individual items shall apply for:

- i) The quantities mentioned in Schedule of Quantities plus thirty percent (30%) of SoQ

When such deviations exceed the above limit then the rates for such variations and the altered, additional and substituted item shall be determined in accordance with market rate analysis or on mutual agreement with bidder.

- 10.4 Any operation incidental to, or necessary for proper execution of the item included in the Schedule of quantities or in the Schedule of rates mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the Tenderer or the rate given in the said Schedule of rates, as the case may be. Nothing extra shall be admissible for such operations.

Clause 11: Foreclosure of Contract due to Abandonment or Reduction in Scope of Work

If at any time after acceptance of the tender, Authority shall decide to abandon or reduce the

scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Authority shall give notice in writing to that effect to The Bidder and The Bidder shall act accordingly in the matter. The Bidder shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The Bidder shall be paid at Contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Authority for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure;

- i. Any expenditure incurred on preliminary site work, e.g., temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- ii. The Employer shall have the option to take over Bidder's materials or any part thereof either brought to site or of which The Bidder is legally bound to accept delivery from Suppliers (for incorporation in or incidental to the work) provided, however the Employer shall be bound to take over the materials or such portions thereof as The Bidder does not desire to retain. For materials taken over or to be taken over by the Employer, cost of such materials as detailed by Authority shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Bidder.
- iii. If any materials supplied by the Employer are rendered surplus, the same except normal wastage shall be returned by the Bidder to the Employer at rates not exceeding those at which these were originally issued, less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Bidder. In addition, cost of transporting such materials from site to the Employer's stores, if so required by the Employer, shall be paid.
- iv. Reasonable compensation for transfer of T & P from site to Bidder's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- v. Reasonable compensation for repatriation of Bidder's site staff and imported labour to the extent necessary.

The Bidder shall, if required by the Authority, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the Contract and less the cost of Bidder's materials at site taken over by the Employer as per item (ii) above. Provided always that against any payments due to The Bidder on this account or otherwise, the Authority - DC shall be entitled to recover or be credited with any outstanding balances due from The Bidder for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Employer from The Bidder under the terms of the Contract.

In the event of action being taken under **Clause 11** to reduce the scope of work, The Bidder may furnish fresh Performance Security on the same conditions, in the same manner and at the

same rate for the balance tendered amount and initially valid up to the extended date of completion or stipulated date of completion if no extension has been granted plus minimum 60 days beyond that. Wherever such a fresh Performance Security is furnished by The Bidder the Authority may return the previous Performance Security.

Clause 12: Carrying out Part Work at Risk & Cost of Bidder

If Bidder At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Authority; or

(i) Commits default in complying with any of the terms and conditions of the Contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Authority; or

Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified

in the notice given in writing in that behalf by the Authority. The Authority without invoking action under **Clause 3** of GCC may, without prejudice to any other right or remedy against The Bidder which have either accrued or accrue thereafter to the Employer, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the Bidder.

The Authority shall determine the amount, if any, is recoverable from The Bidder for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the Bidder, the liability of Bidder on account of loss or damage suffered by the Employer because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to The Bidder with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original Bidder under the terms of his Contract, the value of Bidder's materials taken over and incorporated in the work and use of plant and machinery belonging to the Bidder. The certificate of the Authority as to the value of work done shall be final and conclusive against The Bidder provided always that action under this clause shall only be taken after giving notice in writing to the Bidder. Provided also that if the expenses incurred by the Employer are less than the amount payable to The Bidder at his agreement rates, the difference shall not be payable to the Bidder.

Any excess expenditure incurred or to be incurred by the Employer in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by the Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the Employer in law or per as agreement be recovered from any money due to The Bidder on any account, and if such money is insufficient, The Bidder shall be called upon in writing and shall be liable to pay the same within 30 days.

If The Bidder fails to pay the required sum within the aforesaid period of 30 days, the Authority

- DC shall have the right to sell any or all of the Bidders' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the Bidder under the Contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the Contract.

In the event of above course being adopted by the Authority, The Bidder shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the Contract.

Clause 13: Suspension of Work

- i. The Bidder shall, on receipt of the order in writing of the Authority , (whose decision shall be final and binding on the Bidder) suspend the progress of the works or any part thereof for such time and in such manner as the Authority may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
 - a) on account of any default on the part of The Bidder or;
 - b) for proper execution of the works or part thereof for reasons other than the default of the Bidder; or
 - c) For safety of the works or part thereof.

The Bidder shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Authority.

- ii. If the suspension is ordered for reasons (b) and (c) in sub-para (I) above:
 - a) The Bidder shall be entitled to an extension of time equal to the period of every such suspension plus 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the Contract and of which the suspended work forms a part, and;
 - b) If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the Contract exceeds thirty days, The Bidder shall, in addition, be entitled to such compensation as the Authority - DC may consider reasonable in respect of salaries and/or wages paid by the Bidder to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the Bidder provided the Bidder submits his claim supported by details to the Authority within fifteen days of the expiry of the period of 30 days.
- iii. If the works or part thereof is suspended on the orders of the Authority for more than three months at a time, except when suspension is ordered for reason (a) in sub para (I) above, The Bidder may after receipt of such order serve a written notice on the Authority requiring permission within fifteen days from receipt by the Authority of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the Bidder, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by the Employer or where it affects whole of the works, as an abandonment of the works by the Employer, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Authority . In the event of The Bidder treating the suspension as an abandonment of the Contract by the

Employer, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Authority may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of The Bidder provided The Bidder submits his claim supported by details to the Authority within 30 days of the expiry of the period of 3 months.

Clause 14: Action in case Work not done as per Specifications

All works under or in course of execution or executed in pursuance of the Contract, shall at all times be open and accessible to the inspection and supervision of the Authority , his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Employer or any organization engaged by the Employer for Quality Assurance and of the Chief Technical Examiner's Office, and The Bidder shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the Bidder, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Bidder's agent shall be considered to have the same force as if they had been given to The Bidder himself.

If it shall appear to the Authority or his authorized subordinates in charge of the work of Quality Assurance or his subordinate officers or the officers of the organization engaged by the Employer for Quality Assurance, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the Contract, the Bidder shall, on demand in writing which shall be made within the specified time given by the Authority , notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Authority in his demand aforesaid, then The Bidder shall be liable to pay compensation at the same rate as under Clause 2 of GCC (for non-completion of the work in time) for this default.

In such case the Authority may not accept the item of work at the rates applicable under the Contract but may accept such items at reduced rates as the authority specified in Contract may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the Bidder. Decision of the Authority to be conveyed in writing in respect of the same will be final and binding on the Bidder.

Clause 15: Bidder Liable for Damages, Defects During Warranty/Defect Liability Period

The Warranty (On site)/Defect Liability Period shall be 12 (Twelve) months, shall be provided on site.

The Warranty/Defect Liability Period shall commence from the date of issue of the Taking over Certificate or Completion Certificate whichever is later. The Warranty period shall be provided as per the manufacturer norms or 12 months whichever is more. When the equipment is under Warranty/Defect Liability Period, it shall be the sole responsibility of the Bidder/Supplier to rectify defect of equipment, spare parts, replacement equipment as deemed necessary by the Employer/Owner and install the same without any cost implications to Employer/ Owner.

If The Bidder or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kern, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within 24 months after a certificate, final or otherwise of its completion, shall have been given by the Authority as aforesaid arising out of defective or improper materials or workmanship, The Bidder shall upon receipt of a notice in writing on that behalf make the same good at his own expense, or in default, the Authority cause the same to be made good by other workmen and deduct the expense from any sums that may be due, or at any time thereafter may become due to the Bidder, or from his Security Deposit, or the proceed of sale thereof or of a sufficient portion thereof.

The Security Deposit of The Bidder shall be refunded in accordance with Clause 1A (ii) of GCC.

Clause 16: Bidder Supply Tools & Plants Etc.

The Bidder shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the Contract be supplied from the Authority 's stores), machinery, tools & plants as require. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the Contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Authority as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The Bidder shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Authority at the expense of The Bidder and the expenses may be deducted, from any money due to the Bidder, under this Contract or otherwise and/or from his Security Deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

Clause 16A: Recovery of Compensation Paid to Workmen

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, the Employer is obliged to pay compensation to a workman employed by the Bidder, in execution of the works, the Employer will recover from the Bidder, the amount of the compensation so paid; and, without prejudice to the rights of the Employer under sub-section (2) of Section 12, of the said Act, the Employer shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Employer to The Bidder whether under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of The Bidder and upon his giving to the Employer full security for all costs for which the Employer might become liable in consequence of contesting such claim.

Clause 16B: Ensuring Payment and Amenities to Workers, if Bidder Fails

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, the Employer is obliged to pay any amounts of wages to a workman employed by The Bidder in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the Rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Bidder, the Employer will recover from the Bidder, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Employer under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, the Employer shall be at liberty to recover such amount or any part thereof by deducting it from the Security Deposit or from any sum due by the Employer to The Bidder whether under this Contract or otherwise the Employer shall not be bound to contest any claim made against in under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of The Bidder and upon his giving to the Employer full security for all costs for which the Employer might become liable in contesting such claim.

Clause 17: Labour Laws to be complied by Bidder

The Bidder shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The Bidder shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The Bidder shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

Any failure to fulfill these requirements shall attract the penal provisions of this Contract arising out of the resultant non-execution of the work.

Clause 17A

No labour below the age of eighteen years shall be employed on the work.

Clause 17B: Payment of Wages

- i. The Bidder shall pay to labour employed by him either directly or through Sub Bidders, wages not less than fair wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- ii. The Bidder shall, notwithstanding the provisions of any Contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his Sub Bidders in connection with the said work, as if the labour had been immediately employed by him.
- iii. In respect of all labour directly or indirectly employed in the works for performance of the Bidder's part of this Contract, The Bidder shall comply with or cause to be complied with the Bidder's Labour Regulations made by the Employer from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- iv. The Authority concerned shall have the right to deduct from the moneys due to The Bidder any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the Contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the Contract or non- observance of the Regulations.
- v. Under the provision of Minimum Wages (Central) Rules, 1950, The Bidders bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Authority shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to The Bidder by the Authority concerned.
- vi. The Bidder shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Bidder's Labour (Regulation and Abolition) Act 1970, Employees Provident Fund & miscellaneous provisions act 1952, Employees state insurance act 1948 or the modifications thereof or any other laws relating thereto and the rules made thereunder from time to time.
- vii. The Bidder shall indemnify and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid without prejudice to his right to claim indemnity from his sub- Bidders.
- viii. The laws aforesaid shall be deemed to be a part of this Contract and any breach thereof shall be deemed to be a breach of this Contract.
- ix. Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by The Bidder to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or

otherwise.

The Bidder shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

Clause 17C: Safety Provisions for Labour and Penalty on Default

In respect of all labour directly or indirectly employed in the work for the performance of the Bidder's part of this Contract, The Bidder shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case The Bidder fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Authority shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the Bidder.

Clause 17 D: Submission of Labour Chart by every month

The Bidder shall submit a duty roster in every 15 days consisting of following details: -

- (1) The number of laborers employed by him on the work,
- (2) Their working hours,
- (3) The wages paid to them,
- (4) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) The number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them. Failing which The Bidder shall be liable to pay the Employer, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Authority shall be final in deducting from any bill due to the Bidder; the amount levied as fine and be binding on the Bidder.

Clause 17 E: Health and Sanitary Arrangements for workers

In respect of all labour directly or indirectly employed in the works for the performance of the Bidder's part of this Contract, The Bidder shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Employer and its Bidders.

Clause 17 F: Maternity Benefit rules:

Leave and pay during leave shall be regulated as follows: -

1. Leave:
 - (i) in the case of delivery - maternity leave not exceeding 8 weeks, 4 weeks up to and including the day of delivery and 4 weeks following that day,
 - (ii) In the case of miscarriage - upto 3 weeks from the date of miscarriage.
2. Pay:

(i) in the case of delivery - leave pay during maternity leave will be at the rate of the women's average daily earnings, calculated on total wages earned on the days when full time work was done during a period of three months immediately preceding the date on which she gives notice that she expects to be confined.

(ii) In the case of miscarriage - leave pay at the rate of average daily earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately preceding the date of such miscarriage.

3. Conditions for the grant of Maternity Leave:

No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately preceding the date on which she proceeds on leave.

4. The Bidder shall maintain a register of Maternity (Benefit) in the Prescribed Form as shown in appendix -I and II, and the same shall be kept at the place of work.

Clause 17 G: Penalty for Non-Compliance for Labour Regulation

In the event of the Bidder(s) committing a default or breach of any of the provisions of the Employer, Bidder's Labour Regulations and Model Rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filing any statement under the provisions of the above Regulations and' Rules which is materially incorrect, he/they shall, without prejudice to any other liability, pay to the Government a sum not exceeding Rs.200/- for every default, breach or furnishing, making, submitting, filing such materially incorrect statements and in the event of the Bidder(s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per day for each day of default subject to a maximum of 5 per cent of the estimated cost of the work put to tender. The decision of the Authority shall be final and binding on the parties.

Should it appear to the Authority that the Bidder(s) is/are not properly observing and complying with the provisions of the C.P.W.D. Bidder's Labour Regulations and Model Rules and the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (R& A) Central Rules 1971, for the protection of health and sanitary arrangements for work-people employed by the Bidder(s) (hereinafter referred as "the said Rules") the Authority shall have power to give notice in writing to the Bidder(s) requiring that the said Rules be complied with and the amenities prescribed therein be provided to the work-people within a reasonable time to be specified in the notice. If the Bidder(s) shall fail within the period specified in the notice to comply with and/observe the said Rules and to provide the amenities to the work-people as aforesaid, the Authority shall have the power to provide the amenities hereinbefore mentioned at the cost of the Bidder(s). The Bidder(s) shall erect, make and maintain at his/their own expense and to approved standards all necessary huts and sanitary arrangements required for his/their work-people on the site in connection with the execution of the works, and if the same shall not have been erected or constructed, according to approved standards, the Authority shall have power to give notice in writing to the Bidder(s) requiring that the said huts and sanitary arrangements be remodeled and/or reconstructed according to approved standards, and if the Bidder(s) shall fail to remodel or reconstruct such huts and sanitary arrangements according to approved standards within the period specified in the notice, the Authority shall have the power to remodel or reconstruct such huts and sanitary arrangements according to approved standards at the cost of the Bidder(s).

Clause 17I: Removal of incompetent Workers

The Authority may require The Bidder to dismiss or remove from the site of the work any person or persons in the Bidders' employ upon the work who may be incompetent or misconduct himself and The Bidder shall forthwith comply with such requirements.

In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, The Bidder shall issue identity cards to the laborers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. The Authority will display a list of Bidders working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.

Clause 17J: No part of building to be occupied- action on breach thereof

It shall be the responsibility of The Bidder to see that the building under construction is not occupied by anybody unauthorized during construction and is handed over to the Authority with vacant possession of complete building. If such building though completed is occupied illegally, then the Authority shall have the option to refuse to accept the said building/buildings in that position. Any delay in acceptance on this account will be treated as the delay in completion and for such delay, a levy upto 5% of tendered value of work may be imposed by the Employer whose decision shall be final both with regard to the justification and quantum and be binding on the Bidder.

However, the Employer, through a notice, may require The Bidder to remove the illegal occupation any time on or before construction and delivery.

Clause 17K: Employment of Skilled/Semi-Skilled Workers

The Bidder shall, at all stages of work, deploy skilled/semi- skilled tradesmen who are qualified and possess certificate in particular trade from Industrial Training Institute/National Institute of construction Management and Research (NICMAR)/National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi- skilled workers required in each trade at any stage of work. The Bidder shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to GJEPC-CEO for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, The Bidder shall substitute such tradesmen within two days of written notice from GJEPC-CEO. Failure on the part of Bidder to obtain approval of GJEPC- CEO or failure to deploy qualified tradesmen will attract a compensation to be paid by Bidder at the rate of Rs. 120 per such tradesman per day. Decision of GJEPC-CEO as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

Provided always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 crores.

For work costing more than Rs. 10 Crores, and upto Rs. 50 Crores, The Bidder shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 20%

of the unskilled workers engaged in the project in co-ordination with the Employer & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen.

For works costing more than Rs. 50 Crores, The Bidder shall arrange on site training as per National Skill Development Corporation (NSDC) norms for at least 30% of the unskilled worker engaged in the project in co-ordination with the Employer & National Skill Development Corporation (NSDC) for certification at the level of skilled/semi-skilled tradesmen. The cost of such training as stated above shall be borne by the Government. The necessary space and workers shall be provided by The Bidder and no claim what so ever shall be entertained.

Clause 18: Minimum Wages act to be complied with

The Bidder shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting Contract labour that may be brought into force from time to time.

Clause 19: Work not to be Sublet/Action in Case of Insolvency

The Contract shall not be assigned or sublet without the written approval of the Authority. And if The Bidder shall assign or sublet his Contract, or attempt to do so, or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempt to do so, or if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise, shall either directly or indirectly, be given, promised or offered by the Bidder, or any of his servants or agent to any public officer or person in the employ of SEEPZ-SEZ in any way relating to his office or employment, or if any such officer or person shall become in any way directly or indirectly interested in the Contract, the Authority on behalf of the Employer shall have power to adopt the course specified in Clause 3 of GCC hereof in the interest of the Employer and in the event of such course being adopted, the consequences specified in the said Clause 3 of GCC shall ensue.

The Bidder may sub-Contract any portion of specialized work only, with the approval of the Authority. Sub-contracting does not alter the Bidder's obligations. The sub-contacting Bidder shall be of repute.

Clause 20: Sums payable by way of compensations

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

Clause 21: Changes in Firm's Constitution to be intimated

Where The Bidders a partnership firm, the previous approval in writing of the Authority shall be obtained before any change is made in the constitution of the firm. Where The Bidders an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before The Bidder enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the Bidder. If previous approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of Clause 19 of GCC and the same action may be taken, and the

same consequences shall ensue as provided in the said Clause 19 of GCC.

Clause 22: Works to be Under Directions of Authority

All works to be executed under the Contract shall be executed under the direction and subject to the approval in all respects of the Authority who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

The Authority may delegate any of his duties and responsibilities to other people after notifying The Bidder and may cancel any delegation after notifying the Bidder.

Clause 22A: Life Cycle Cost

The Bidder shall be responsible for safety, quality and soundness of the buildings including structural elements beyond maintenance period. The Bidder shall have obligation to rectify such defects minimum up to 5 (five) years from the date of completion of work. The defects have to be rectified within a reasonable time not exceeding forty-five days after issue of notice by Authority . If Bidder does not take corrective action within 45 days, then action for debarring of the agency shall be taken by the appropriate authority.

Clause 23: Settlement of Disputes & Arbitration Amicable Resolution and Mediation

23.1 Settlement of Disputes

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 thing 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 or 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:

- i) If The Bidder 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 Authority - DC 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 Authority in writing for written instruction or decision. Thereupon, the Authority shall give his written instructions or decision within a period of one month from the receipt of the Bidder's letter.
- ii) In case The Bidders not satisfied with the decision of Authority, he may proceed for arbitration as detailed in **Clause 23.2** hereinafter.
- iii) 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.
- iv) Performance of this Agreement/ Contract shall continue during arbitration proceedings or any other dispute resolution mechanism pursuant to **Clause 23.2**. No payment due or payable by the Employer shall be withheld on account of pending reference to the arbitration or other dispute resolution mechanism except to the extent that such payment of dispute.

23.2 Arbitration

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication / arbitration in accordance with the provisions under the Arbitration and Conciliation Act, 1996 as amended till date. The arbitration proceedings will be held in Mumbai.

23.3 English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

23.4 Performance during Arbitration

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under the Contract without prejudice to a final adjustment in accordance with such award.

23.5 No arbitration for decision on sub-standard work

The decision of Authority regarding the quantum or reduction as well as justification thereof in respect of payment for sub-standard work which may be decided to be accepted will be final and would not be open to arbitration.

Clause 24: Bidder Indemnify Employer against Patent Rights

The Bidder shall fully indemnify and keep indemnified the Employer against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the Contract. In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, The Bidder shall be immediately notified thereof and The Bidder shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that The Bidder shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Authority in this behalf.

Clause 25: Action where no Specifications are specified

In the case of any class of work for which there is no such specifications as referred to in Clause 9 of GCC, such work shall be carried out in accordance with Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards specifications then the work shall be carried out as per Manufacturers' specifications, if not available then as per District Specifications. In case there are no such specifications as required above, the work shall be carried out in all respects in accordance with the instructions and requirements of the Authority.

Clause 26: Withholding and Lien in Respect of Sum Due from Bidder

I) Whenever any claim or claims for payment of a sum of money arises out of or under the Contract or against the Bidder, the Authority or the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any

deposited by The Bidder and for the purpose aforesaid, the Authority or the Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Bidder, the Authority or the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to The Bidder under the same Contract or any other Contract with the Authority of the Employer or any contracting person through the Authority pending finalization of adjudication of any such claim.

It is an agreed term of the Contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Authority or Employer will be kept withheld or retained as such by the Authority or the Employer till the claim arising out of or under the Contract is determined by the arbitrator (if the Contract is governed by the arbitration clause) by the competent Employer case may be and that The Bidder will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the Bidder. For the purpose of this clause, where The Bidders a partnership firm or a limited company, the Authority or the Employer shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

ii) Employer shall have the right to cause an audit and technical examination of the works and the final bills of The Bidder including all supporting vouchers, abstract, etc., to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by The Bidder under the Contract or any work claimed to have been done by him under the Contract and found not to have been executed, The Bidder shall be liable to refund the amount of over-payment and it shall be lawful for Employer to recover the same from him in the manner prescribed in sub-clause (I) of this clause or in any other manner legally permissible; and if it is found that The Bidder was paid less than what was due to him under the Contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Employer to the Bidder, without any interest thereon whatsoever.

Provided that the Employer shall not be entitled to recover any sum overpaid, nor The Bidder shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Employers on the one hand and The Bidder on the other under any term of the Contract permitting payment for work after assessment by Employer.

Clause 27: Lien in Respect of Claims in Other Contracts

Any sum of money due and payable to The Bidder(including the Security Deposit returnable to him) under the Contract may be withheld or retained by way of lien by the Authority or the Employer or any other contracting person or persons through Authority against any claim of the Authority or the Employer or such other person or persons in respect of payment of a sum of money arising out of or under any other Contract made by The Bidder with the Authority or the Employer or with such other person or persons.

It is an agreed term of the Contract that the sum of money so withheld or retained under this

clause by the Authority or the Employer will be kept withheld or retained as such by the Authority or the Employer or till his claim arising out of the same Contract or any other Contract is either mutually settled or determined by the arbitration clause or by the competent court, as the case may be and that The Bidder shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Bidder.

Clause 28: Water for Works

The deduction of 0.25% of the monthly bill value against charges of Electricity / Power, Water and other services facilitated by contractor.

Clause 29: Levy / Taxes Payable by Bidder

The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract. The Financial quote should be without GST.

Clause 30: Termination of Contract on Death of Bidder

Without prejudice to any of the rights or remedies under this Contract, if The Bidder dies, the Authority on behalf of the Employer shall have the option of terminating the Contract without levy of compensation to the Bidder.

Clause 31: If Relative Working in SEEPZ-SEZ Authority then The Bidder not Allowed to Tender

The Bidder shall not be permitted to tender for works where the Employer responsible for award and execution of contracts and his near relative is posted in SEEPZ-SEZ Authority. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Officer in the Employer's office. Any breach of this condition by The Bidder would render him liable to be debarred from tendering in SEEPZ-SEZ Authority.

NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

Clause 32: No Gazetted Engineer to Work as Bidder within one Year of Retirement

No Engineer of Gazetted rank or other Gazetted officer employed in engineering or administrative duties in an engineering department of the Government of India shall work as a Bidder or employee of a Bidder for a period of one year after his retirement from government service without the previous permission of Government of India in writing. This Contract is liable to be cancelled if either The Bidder or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the Bidder's service, as the case may be.

Clause 33: Compensation during Warlike Situation

The work (whether fully constructed or not) and all materials, machines, tools and plants, scaffolding, temporary buildings and other things connected therewith shall be at the

risk of The Bidder until the work has been delivered to the Authority and a certificate from him to that effect obtained. In the event of the work or any materials properly brought to the site for incorporation in the work being damaged or destroyed in consequence of hostilities or warlike operation, The Bidder shall when ordered (in writing) by the Authority to remove any debris from the site, collect and properly stack or remove in store all serviceable materials salvaged from the damaged work and shall be paid at the Contract rates in accordance with the provision of this agreement for the work of clearing the site of debris, stacking or removal of serviceable material and for reconstruction of all works ordered by the Authority -, such payments being in addition to compensation upto the value of the work originally executed before being damaged or destroyed and not paid for. In case of works damaged or destroyed but not already measured and paid for, the compensation shall be assessed the Authority upto Rs. 2,00,000/- and by the next higher officer concerned for a higher amount. The Bidder shall be paid for the damages/destruction suffered and for restoring the material at the rate based on analysis of rates tendered for in accordance with the provision of the Contract. The certificate of the Authority regarding the quality and quantity of materials and the purpose for which they were collected shall be final and binding on all parties to this Contract.

Provided always that no compensation shall be payable for any loss in consequence of hostilities or warlike operations (a) unless the Bidder had taken all such precautions against air raid as are deemed necessary by the A.R.P. (Air Raid precaution) Officers or the Authority

(b) for any material etc. not on the site of the work or for any tools, plant, machinery, scaffolding, temporary building and other things not intended for the work.

In the event of The Bidder having to carry out reconstruction as aforesaid, he shall be allowed such extension of time for its completion as is considered reasonable by the Authority.

Clause 34: Apprentices act Provisions to be complied with

The Bidder shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the Contract and the Employer may, in his discretion, cancel the Contract. The Bidder shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Clause 35: Early Warning

35.1 The Bidders to intimate the Authority at the earliest opportunity of specific likely future events or circumstances that may adversely affect the work resulting delay in the execution. The Authority may require The Bidder to provide an estimate of the expected effect of the future event or circumstance on the Completion Date direct them to take suitable action to avoid such delay or get suitable extension to completion date.

35.2 The Bidder shall cooperate with the Authority in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Authority.

Clause 36: Identifying Defects

The Engineer shall check the Bidder's work regularly and notify The Bidder of any Defects that are found. Such checking shall not affect the Bidder's responsibilities. The Authority may

instruct The Bidder to search for defects and to uncover and test any work that the Authority considers may have a Defect.

Clause 37: Correction of Defects

37.1 The Authority shall give notice to The Bidder of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

37.2 Every time notice of a Defect is given; The Bidder shall correct the notified Defect within the time specified by the Authority's notice. However, no payment shall be released for the defective work.

Clause 38: Uncorrected Defects

If The Bidder shall fail correct a Defect within the time specified by the Authority , the Employer shall be entitled to employ and pay other persons to carry out the same and if such work is the work which, in the opinion of the Authority , The Bidder was liable to do at his own expense under the Contract, then all expenses consequent there on or incidental thereto shall be recoverable from The Bidder by the Authority from any money due or which may become due to the Bidder.

Clause 39: Payment Certificates

39.1 The Bidder shall submit to the Authority statements of the value of the work completed.

39.2 The Authority shall check the Bidder's statement as per **Clause 7** of GCC and certify the amount to be paid to The Bidder after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in contract documents.

39.3 The value of work executed shall include the valuation of Change in Scope (Variation), if any.

39.4 The Authority may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

39.5 The documents, which are needed from the supplier for release of payment, are to be clearly specified in the contract. The paying authority is also to verify the documents received from the supplier with corresponding stipulations made in the contract before releasing the payment. Documents, which the supplier is to furnish while claiming payment, are specified in the Letter of Credit, but usually are:

- i) Supplier's original invoice giving full details of the goods including quantity, value, and so on;
- ii) Packing list;
- iii) Certificate of country of origin of the goods to be given by the seller or a recognised chamber of commerce or another agency designated by the local Government for this purpose;
- iv) Certificate of pre-dispatch inspection by the purchaser's representative;
- v) Manufacturer's test certificate and guarantee;
- vi) Certificate of insurance;
- vii) Bill of lading/airway bill/rail receipt or any other dispatch document, issued by a

Government agency (like the Department of Posts) or an agency duly authorised by the concerned ministry/Department, indicating:

- a) Name of the vessel/carrier;
 - b) Bill of lading/airway bill;
 - c) Port of loading;
 - d) Date of shipment;
 - e) Port of discharge and expected date of arrival of goods; and
- Any other document(s) as and if required in terms of the contract.

Clause 40: Time Compensation Events

40.1 The following are Time Compensation Events unless they are caused by the Bidders:

40.2 The Employer does not give access to the site or a part of the Site. If any Event would prevent the work being completed before the Intended Completion Date, the Intended Completion Date shall be extended. The Bidder will react competently and promptly to the event and shall submit information demonstrating the effect of the Event and the required extended time period for completion.

40.3 The Authority shall examine the information furnished by The Bidder and shall recommend to the Employer by how much time the Intended Completion Date shall be extended. The Employer shall decide/ sanction the required extension of time due to such event. However, no payment/compensation will be given to The Bidder due to such extensions of time.

40.4 The Bidder shall not be entitled to any compensation to the extent that the Employer's interests are adversely affected by The Bidder not having given early warning or not having cooperated with the Authority.

Clause 41: Termination

41.1 The Employer may terminate the Contract if The Bidder causes a fundamental breach of the Contract.

41.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- a) The Bidder stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Authority;
- b) The Bidders made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- c) The Authority gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and The Bidder fails to correct it within a reasonable period of time determined by the Authority;
- d) The Bidder does not maintain a secrecy which is required;
- e) The Bidder has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract; and
- f) If the Bidders, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- 41.3** For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Borrower and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."
- 41.4** When either party to the Contract gives notice of a breach of Contract to the Authority for a cause other than those listed under Sub **Clause 41.2** in above, the Authority shall decide whether the breach is fundamental or not.
- 41.5** Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 41.6** If the Contract is terminated The Bidder shall stop work immediately, make the Site safe and secure and leave the Site, as soon as reasonably possible.

Clause 42: Payment upon Termination

- 42.1** If the Contract is terminated because of a fundamental breach of Contract by the Bidders, the Authority shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Bidders, the difference shall be a debt payable to the Employer.
- 42.2** If the Contract is terminated at the Employer's convenience, the Authority shall issue a certificate for the value of the work done, less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract and less taxes due to be deducted at source as per applicable law. No payment shall be made for expenditure towards removal of Equipment, repatriation of the Bidder's personnel employed solely on the Works and the Bidder's costs of protecting and securing the Works.
- 42.3** All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of the Bidder's fundamental breach of Contract.

Clause 43: Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Bidders, the Authority shall certify that the Contract has been frustrated. The Bidder shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

Clause 44: Insurance of Works Etc.

- 44.1** Bidder is required to take Bidder's All Risk policy from Nationalized insurance company in the joint name with Employer and bear all costs towards the same for the full period of execution of works including the Defect Liability Period for the full amount of contract against all loss of damage from whatever cause arising other than excepted risks for

which he is responsible under the terms of the contract and in such manner that the Employer and The Bidder are covered during the period of construction of works and/or also covered during the period of Defect Liability for loss or damage.

- a. The Works and the Temporary works to the full value of such works.
- b. The materials, constructional plant, centering, shuttering and scaffolding materials and other things brought to the site for their full value.

Whenever required by Employer, The Bidder shall produce the policy or the policies of insurance and the receipts for payment of the current premium.

44.2 Insurance under Workmen Compensation Act

Bidder is required to take insurance cover under the Workman Compensation Act, 1923 amended from time to time from nationalized insurance company and pay premium charges thereof. Wherever required by Employer the Bidder shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

44.3 Third Party Insurance

Bidder is required to take third party insurance cover for an amount of 5% (five percent) of contract value from Nationalized insurance company for insurance against any damage, injury or loss which may occur to any person or property including that of Employer / Owner, arising out of the execution of the Works or Temporary works. Wherever required by Employer the Bidder shall produce the policy or the policies of Insurance and the receipt of payment of the current premiums.

44.4 If The Bidder shall fail to effect and keep in force the insurances referred to above, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the Employer on advice of the EIC may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer as aforesaid from any moneys due or which may become due to the Bidder, or recover the same as debt due from the Bidder.

44.5 The Bidder shall at all times indemnify Employer and Owner against all claims, damages or compensation under the provision of Payment of wages act-1936, Minimum Wages Act-1948, Employer's liability Act-1938, the workmen's compensation Act-1947, Industrial Disputes Act-1947 and Maternity Benefit Act-1961 or any modifications thereof or any other law in force or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of The Bidder or not, against all costs, charges and expenses of any suit, action or proceedings arising out of such incident or injury and against all sum or sums which may with the consent of The Bidder be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, The Bidder shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto.

44.6 The Bidder, in case of re-building or reinstatement after fire, shall be entitled to such extension of time for completion as the EIC may deem fit, but shall, however not be entitled to reimbursement by the Employer or any shortfall or deficiency in the amount finally paid by the Insurer in settlement of any claim arising as set out herein.

Clause 45: Possession of the Site:

The Employer shall give possession of relevant parts of the Site to The Bidder within 7 days from the date of commencement of work to enable to commence and proceed with the Works in accordance with the programme of **Clause – 5 of GCC**. If possession of a part is not given by the time stated, the work programme will be rescheduled based on the delay of possession of site and extension of time considered accordingly. However, no payment/compensation will be given to Bidder for such extension.

Further, if and to the extent that the delay of possession of site caused by any error or delay by the Bidder, including an error in, or delay in the submission of, any of the Bidder's Documents, The Bidder shall not be entitled to such extension of time and any payment.

Clause 46: Bidder's Storage and Site Office

The Bidder shall make own arrangement for storing his equipment, plant, materials etc. and for his site office and cement Godown. The Bidder be solely responsible for watching or guarding his property and materials. Bidder shall cover all materials at site with requisite insurance against theft, larceny, dacoits, fire tempest and flood. The Bidder, however, shall have to dismantle the shed and vacate the land after the receipt of due notice from the Authority if the same is obstructing any work. The Bidder should obtain necessary permission / approval from Statutory Authorities such as Municipal corporations / Local bodies etc. for construction of temporary structures at site of work such as cement Godown, stores, site office etc. It will be responsibility of The Bidder to prepare proper plans, to pay any requisite fees to statutory authorities and to execute the work for the temporary structure at their own cost as per the conditions and rules laid by statutory authorities.

Clause 47: Taking Over/Handover of the site

- 47.1 At the end of the Contract Period or its earlier termination except on account of default of the Operator, the Operator shall request the Competent Authority to take-over the Facilities and/or System. The Authority shall take over the Facilities and/or System within seven (15) days of such a request being made.
- 47.2 The Service provider shall:
- (a) Cease all further Operations, except for such Operations as may be necessary and instructed by the Corporation's Representative for the purpose of making safe or protecting those parts of the Facilities and/or System, and any Operations required to leave the Site in a clean and safe condition;
 - (b) Hand over all documents and supplies for which the service provider has received payments; and
 - (c) Remove service provider's equipment, which is on the Site and repatriate its entire staff and labour from the Site.
- 47.3 The service provider shall supply to the Authority a detailed account of the total amount that the service provider considers payable under the Contract before the end of the Contract Period. The Authority within twenty-eight (28) days of receiving the service provider 's account shall certify any final payment that is due to the service provider or indicate to the service provider the corrections or additions that are necessary. If the final account is still unsatisfactory, after the service provider resubmits it, the Authority shall decide on the amount payable to the service provider and issue a payment certificate.
- 47.4 The Authority shall any time, within a period of ninety (90) days from the Completion Date

or Termination Date as applicable, carry out an independent assessment of the Facilities and/or System departmentally or through a Successor service provider.

Clause 48: Other Conditions

1. The Bidder shall deploy the resources at site to start the construction after written approval from Employer. No claim shall be entertained for idle of labour, idle machinery, idle technical / non-technical staff, idle T&P if any, due to delay in start of the works. If any dispute/ hindrance may arise during construction due to any reason whatsoever, The Bidders not liable for any financial claim for damages due to such circumstances.
2. The efforts will be made by the employer to handover the site to The Bidder free of encumbrances. However, in case of any delay in handing over of the site to the Bidder, the employer shall only consider suitable extension of time for the execution of the work. It should be clearly understood that the employer shall not consider any revision in contract price or any other compensation whatsoever viz. towards idleness of Bidder's labour, equipment etc.
3. If required, The Bidder has to do site clearance, enabling work, barricading, diversion of Roads, shifting/ realignment of existing utility services, drains, mullahs etc. at his own cost as per direction of Authority and The Bidder shall not be entitled for any extra payment whatsoever in this regard.
4. The information about the public utilities (whether over ground or underground) like electrical/ telephone/ water supply lines, OFC Cables, open drain etc. Is the responsibility of Bidder to ascertain the utilities that are to be affected by the works through the site investigation and collection of information from the concerned utility? The Bidder shall render all help and assistance in documenting the total sequence of this project by way of photography, slides, etc. nothing extra shall be payable to the agency on this account.
5. The water charges and electricity charges as charged by the Owner and Local Authorities shall be borne by the Bidder. No dispute in this regard shall be entertained.
6. The Bidder shall dispose of all the dismantled materials, debris, garbage, waste outside of the campus of the works at his own cost and provide clear and clean site at the time of handing over the works
7. Bidder shall not divert any advance payments or part thereof for any work other than that needed for completion of the contracted work. All advance payments received as per terms of the contract (i.e., mobilization advance, secured advance against materials brought at site, secured advance against plant & machinery and/or for work done during interim stages, etc.) are required to be re-invested in the contracted work to ensure advance availability of resources in terms of materials, labour, plant & machinery needed for required pace of progress for timely completion of work.
8. The Bidder shall follow & maintain all statutory norms in respect of safety to Workwomen, Model Health Rules, and Bidder Labour Regulations. SEEPZ-SEZ Authority shall not be responsible in case for violation of any statutory/local bodies rules & regulations by the Bidder.

SECTION V-
Special Conditions of Contract
(SCC)

SECTION V- Special Conditions of Contract (SCC)

Sr. No.	Reference	Amendments / Additions / Deletions
1	GCC Clause 2.2	The quantum of Services mentioned is indicative and may either increase or decrease. The Contractor shall have no claim for additional rate for increase or decreased requirement of Services.
2	GCC Clause 2.2.5	<ol style="list-style-type: none"> 1. All the taxes duties, insurance, transport expenses etc. towards supply of manpower shall be paid by the Contractor. Authority shall not take any responsibility and / or any liability on any account and in any way. 2. If any manpower is taking leave more than a day, the same shall be informed through authorized representative. In such case, the Contractor shall arrange for the substitute of equal qualification 3. The contractor would be responsible for providing character and antecedent certificate from the police authorities in respect of selected candidates 4. The contractor shall discontinue its personnel if such personnel shown no alertness while on duty. In such cases, the contractor shall have to provide a replacement immediately.
3	GCC Clause 17F	Deleted
4	GCC Clause 17K	Deleted
5	GCC Clause 28	Deleted

SECTION - VI
Financial Bid
Format

SECTION – VI – Financial Bid

S. No.	Appx. Quantity	Item Description	Unit	Rate	Amount
1	24.00	Providing service for day-to-day maintenance of water supply lines, for connection and disconnection of meters in SEEPZ SEZ Area for all days a month.	Lum sum per month		
2	100.00	Excavation for foundation in earth, soil of all types, sand, gravel and soft murum, including removing the excavated material upto a distance of 50 m. beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift upto 0.00 to 1.50 m.) By Manual Means	Cubic Meter		
3		Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.	-		
3.1	200.00	40 mm nominal outer dia pipes	Running Meter		
3.2	200.00	50 mm nominal outer dia Pipes	Running Meter		
3.3	200.00	75 mm nominal inner dia Pipes	Running Meter		

S. No.	Appx. Quantity	Item Description	Unit	Rate	Amount
3.4	200.00	100 mm nominal inner dia Pipes	Running Meter		
4	20.00	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) : d) 50 mm nominal bore	Number		
5		Providing double flange sluice valve confirming for IS 14846 including worn gear arrangements as per test pressure, stainless steel spindle, caps, including inspection charges, transportation upto departmental store, unloading, stacking excluding GST levied by GOI & GOM in all respect etc. complete.	-		
5.1		Sluice valves - PN - 1 (Without by pass)	-		
	6.00	3) 80 mm.	Number		
	6.00	4) 100 mm.	Number		
	2.00	8) 250 mm.	Number		
6		Providing and supplying D.I. fittings with I SI mark Mechanical joint confirming to tables 12 to table 31 of IS 9523/2000 upto latest amendments including cost of SBR/EDPM gaskets, Nuts, Bolts, Washers and Ductile iron follower glands. Fittings should be with internally Ordinary portland cement mortor lined and externally metallic zinc coating/zinc rich paint with finishing layer of black bitumen coating including transportation and excluding all statutory duties and taxes such as GST levied by Gol and GoM in all respect etc. complete. D.I. FITTINGS (Mechanical Joints)	-		
6.1		MJ Collar/Coupling	-		

S. No.	Appx. Quantity	Item Description	Unit	Rate	Amount
	15.00	1) 80 mm dia	Number		
	15.00	2) 100 mm dia	Number		
	2.00	3) 150 mm dia	Number		
	6.00	5) 250 mm dia	Number		
	2.00	6) 300 mm dia	Number		
	2.00	8) 400 mm dia	Number		
7		Providing and supplying Air Valves as per IS 14845 and MJP's standard specifications double orifice type combined with screw down isolating valve, small orifice elastic ball resting on a gun metal orifice nipple, large orifice vulcanite ball seating on moulded seat ring, inlet face and drilled, including insurance, third party inspection charges, loading, unloading, transportation upto departmental stores, excluding GST levied by GOI & GOM in all respect etc. complete.	-		
7.1		Air Valve Double Ball Flanged Type - P N -1	-		
	2.00	1) 50 mm.	Number		
	2.00	3) 80 mm.	Number		
8	24.00	Providing & fixing C.I. Manhole covers with frames/rings for R.C.C., underground water storage tanks/Over Head tank, sizes of covers. (600mm dia.) NOTE: should be provided with locking arrangement	Number		
9	10.00	Providing and laying Cast in situ/Ready Mix cement concrete in M15 of trap/granite/quartzite/gneiss metal for foundation and bedding/steps including	Number		

S. No.	Appx. Quantity	Item Description	Unit	Rate	Amount
		steel centering, formwork, laying/pumping, compacting, roughening them if special finish is to be provided, finishing uneven and honeycombed surface and curing etc. complete. The Cement Mortar 1:3 plaster is considered for rendering uneven and honeycombed surface, only. Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc. (Wooden centering will not be allowed) with fully automatic micro processor based PLC with SCADA enabled reversible Drum Type mixer/concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Crushed sand VSI Grade)			
10	16.00	Providing second class Burnt Brick masonry with conventional/ I.S. type bricks in cement mortar 1:6 in superstructure including striking joints, raking out joints, watering and scaffolding etc. Complete	Cubic Meter		
11	160.00	Providing sand faced plaster externally in cement mortar using approved screened sand, in all positions including base coat of 15 mm thick in cement mortar 1:4 using waterproofing compound at 1 Kilogram per cement bag curing the same for not less than 2 days and keeping the surface of the base coat rough to receive the sand faced treatment 6 to 8 mm thick in cement mortar 1:4 finishing the surface by taking out grains and curing for fourteen days scaffolding etc. Complete.	Sq. Meter		
12	35.00	Rectangular shape 500x500 mm precast R.C.C. manhole cover with frame - M.D. – 10	Number		

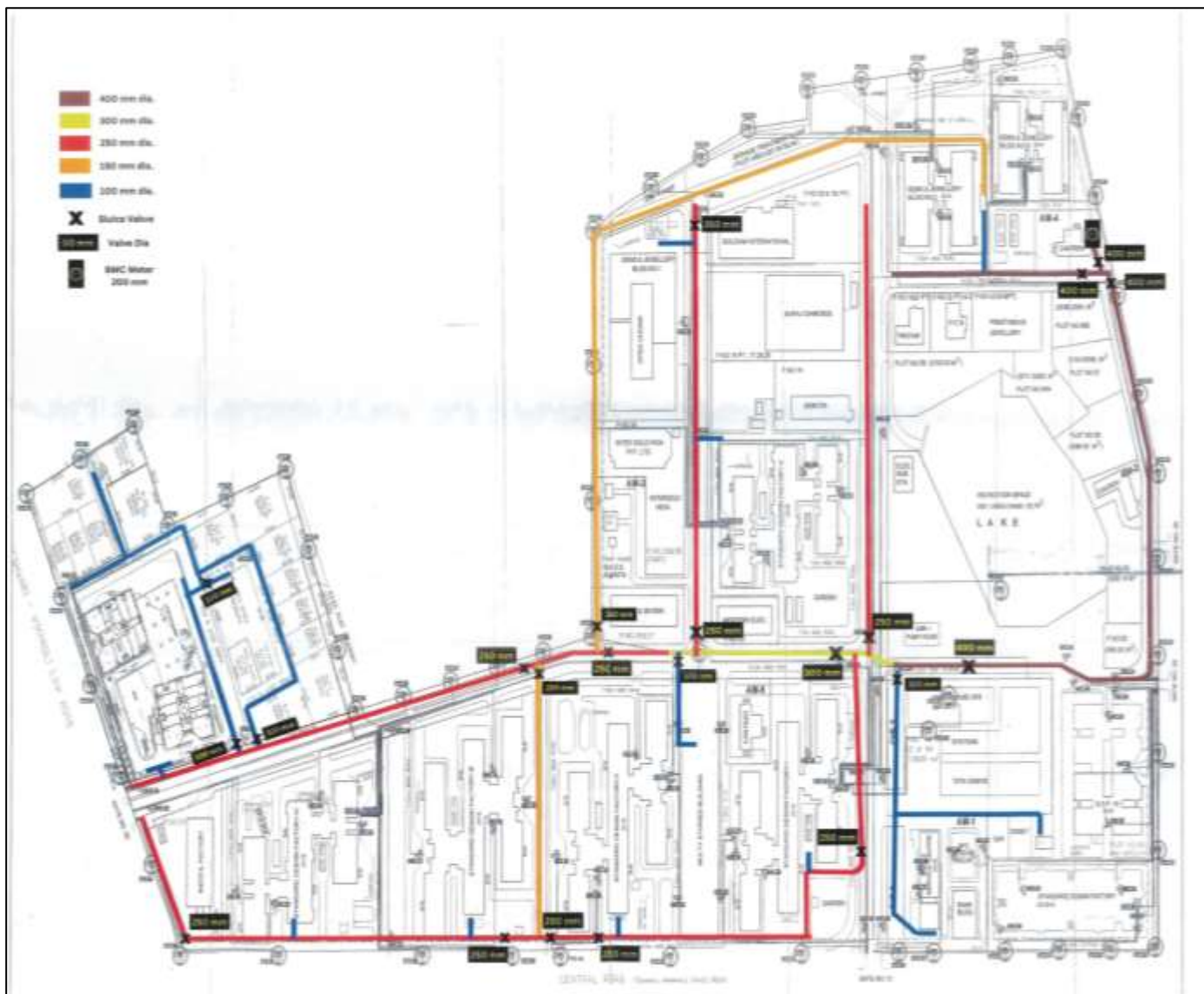
S. No.	Appx. Quantity	Item Description	Unit	Rate	Amount
13	1	Total of Manpower and Annual Maintenance Contract for 2 Year			

Breakup of Manpower Cost

Position/Designation	Nos.	Monthly Remuneration (Rs.)
Manager/Supervisor	1	
Pump operator/Electrician	1	
Pump operator	13+2*	
Fitter/Plumber	1	
Total	18	

*The additional 2 pump operators shall be the reserve operators

Appendix 1: Water Distribution Network of SEEPZ



Appendix 2: General Technical Specification

1 Providing service for day to day maintenance of water supply lines, for connection and disconnection of meters in seepz industrial Area for all days a month.

Specification:

The item pertains to providing services for day to day maintenance of water supply distribution system. It includes repair & maintenance of water supply pipelines, monitoring & control of water supply, water meter replacement, disconnection of water supply connection and other miscellaneous works all as directed by engineer in charge. The pipes are of CI, DI, MS and GI material and diameters of pipelines are varying from 80mm to 400mm dia for a length of around 5 km. It involve various works such as excavation, dismantling & cutting the existing damaged pipeline, laying new pipeline and providing lead joint, tyton joint, patch clamps or welding joint, fixing air/slucice/gate valves, fixing specials bends/tees, cleaning & servicing of valves to ensure their proper functioning etc as the case may be. The leakages shall be attended and rectified promptly in short time period to avoid hampering of water supply. The water supply shall be restored within 8 hrs from the occurrence of break down. A minimum of one skilled fitter and two labours having experienced in maintaining water supply line shall be engaged on all days of the year and it is expected that a team of adequate workers with required machinery shall be deputed to the breakdown site within one hour from intimation. The personnel shall be provided with conveyance facilities for daily inspection of pipeline and necessary tools & equipment's with safety gears to perform specific job. The required sundry material for day to day maintenance work as per site condition shall be procured by the contractor at his own cost and no extra claim shall be entertained. The leakages of the pipelines shall be attended on top priority and shall be informed to the Engineer in charge. The work shall be carried out to the requirement and satisfaction of the Engineer-in-charge. The services are to be provided throughout the year (including monsoon) on all days as per requirement and substitution manpower shall be made available on weekly offs or absentee of any person. The attendance sheet shall be maintained & submitted along with monthly bills by the contractor. The contractor shall be solely responsible to abide by the all the prevailing and applicable government rules & regulation in respect of the labours. The work shall be generally executed as per wording of the item & as per direction of Engineer in charge. If satisfactory service not provided then proportionate recovery shall be made from the contractor. If the leakages observed on the pipelines is not attended properly or failure to resolve the fault/ repairs/ or any issue informed, for a period of more than 24 hours, then penalty will be levied as per Clause 2. If it is observed that personnel engaged/deployed on daily routine maintenance work is inadequate, penalty will be levied as per Clause 2.

Mode of Measurement: The contract rate shall be on the basis of job per month.

2 Excavation for foundation in earth, soil of all types, sand, gravel and soft murum, including removing the excavated material up to a distance of 50 m. beyond the building area and stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift upto 0.00 to 1.50 m.) By Manual Means

Specification:

The work shall be executed as per item wordings and PWD specification under reference no. BDA 1 and as per best engineering practices, all as per the directions of Engineer in- charge. The materials

used for the work shall confirm to the relevant IS Specifications and as per approved make.

Mode of Measurement & Payment: The executed quantity shall be measured on cubic meter basis and the contract rate shall be per cubic meter.

3 Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.

- 3.1 40 mm nominal outer dia pipes**
- 3.2 50 mm nominal outer dia Pipes**
- 3.3 75 mm nominal inner dia Pipes**
- 3.4 100 mm nominal inner dia Pipes Specification:**

The work shall be executed as per item wordings and MCGM Specifications and as per best engineering practices, all as per the directions of Engineer in- charge. The materials used for the work shall confirm to the relevant IS Specifications and as per approved make.

Mode of Measurement & Payment: The executed quantity shall be measured on running meter basis and the contract rate shall be per running meter.

4 Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end): d) 50 mm nominal bore

Specification:

The work shall be executed as per item wordings and MCGM Specifications and as per best engineering practices, all as per the directions of Engineer in- charge. The materials used for the work shall confirm to the relevant IS Specifications and as per approved make.

Mode of Measurement & Payment: The executed quantity shall be measured on number basis and the contract rate shall be per number.

5 Providing double flange sluice valve confirming for IS- 14846 including worn gear arrangements as per test pressure, stainless steel spindle, caps, including inspection charges, transportation upto departmental store, unloading, stacking excluding GST levied by GOI & GOM in all respect etc. complete.

- 5.1 Sluice valves - PN -1 (Without by pass)**
 - 5.1.1 80 mm.**
 - 5.1.2 100 mm.**
 - 5.1.3 250 mm.**

Specification:

The work shall be executed as per item wordings and MJP Specifications and as per best engineering practices, all as per the directions of Engineer in- charge. The materials used for the work shall confirm to the relevant IS Specifications and as per approved make.

Mode of Measurement & Payment: The executed quantity shall be measured on number basis and the contract rate shall be per number.

6 Providing and supplying D.I. fittings with ISI mark Mechanical joint confirming to tables 12 to table 31 of IS 9523/2000 upto latest amendments including cost of SBR/ EDPM gaskets, Nuts, Bolts, Washers and Ductile iron follower glands. Fittings should

be with internally Ordinary portland cement mortar lined and externally metallic zinc coating/zinc rich paint with finishing layer of black bitumen coating including transportation and excluding all statutory duties and taxes such as GST levied by GoI and GoM in all respect etc. complete. D.I. FITTINGS (Mechanical Joints)

6.1 MJ Collar/Coupling

- 6.1.1 80 mm dia**
- 6.1.2 100 mm dia**
- 6.1.3 150 mm dia**
- 6.1.4 250 mm dia**
- 6.1.5 300 mm dia**
- 6.1.6 400 mm dia Specification:**

The work shall be executed as per item wordings and MJP Specifications and as per best engineering practices, all as per the directions of Engineer in- charge. The materials used for the work shall confirm to the relevant IS Specifications and as per approved make.

Mode of Measurement & Payment: The executed quantity shall be measured on number basis and the contract rate shall be per number.

7 Providing and supplying Air Valves as per IS- 14845 and MJP's standard specifications double orifice type combined with screw down isolating valve, small orifice elastic ball resting on a gun metal orifice nipple, large orifice vulcanite ball seating on moulded seat ring, inlet face and drilled, including insurance, third party inspection charges, loading, unloading, transportation upto departmental stores, excluding GST levied by GOI & GOM in all respect etc. complete.

7.1 Air Valve Double Ball Flanged Type - PN -1

- 7.1.1 50 mm.**
- 7.1.2 80 mm.**

Specification:

The work shall be executed as per item wordings and MJP Specifications and as per best engineering practices, all as per the directions of Engineer in- charge. The materials used for the work shall confirm to the relevant IS Specifications and as per approved make.

Mode of Measurement & Payment: The executed quantity shall be measured on number basis and the contract rate shall be per number.

8 Providing & fixing C.I. Manhole covers with frames/rings for R.C.C., underground water storage tanks/Over Head tank, sizes of covers. (600mm dia.) NOTE:-should be provided with locking arrangement

Specification:

The work shall be executed as per item wordings and MCGM Specifications and as per best engineering practices, all as per the directions of Engineer in- charge. The materials used for the work shall confirm to the relevant IS Specifications and as per approved make.

Mode of Measurement & Payment: The executed quantity shall be measured on number basis and the contract rate shall be per number.

9 Providing and laying Cast in situ/Ready Mix cement concrete in M15 of trap/granite/quartzite/gneiss metal for foundation and bedding / steps including steel centering, formwork, laying/pumping, compacting, roughening them if special finish is to be provided,

finishing uneven and honeycombed surface and curing etc. complete. The Cement Mortar 1:3 plaster is considered for rendering uneven and honeycombed surface, only. Newly laid concrete shall be covered by gunny bag, plastic, tarpaulin etc. (Wooden centering will not be allowed.), with fully automatic micro-processor based PLC with SCADA enabled reversible Drum Type mixer/concrete Batch mix plant (Pan mixer) etc. complete. With fine aggregate (Crushed sand VSI Grade) Specification:

The work shall be executed as per item wordings and PWD specification under reference no. Bd.E.2 Page One Number 288 and B.7 Page No 38 and as per best engineering practices, all as per the directions of Engineer in-charge. The materials used for the work shall confirm to the relevant IS Specifications and as per approved make.

Mode of Measurement & Payment: The executed quantity shall be measured on cubic meter basis and the contract rate shall be per cubic meter.

10 Providing second class Burnt Brick masonry with conventional/ I.S. type bricks in cement mortar 1:6 in superstructure including striking joints, raking out joints, watering and scaffolding etc. Complete

Specification:

The work shall be executed as per item wordings and PWD specification under reference no. BDG 5 and as per best engineering practices, all as per the directions of Engineer in-charge. The materials used for the work shall confirm to the relevant IS Specifications and as per approved make.

Mode of Measurement & Payment: The executed quantity shall be measured on cubic meter basis and the contract rate shall be per cubic meter.

11 Providing sand faced plaster externally in cement mortar using approved screened sand, in all positions including base coat of 15 mm thick in cement mortar 1:4 using waterproofing compound at 1Kilogramper cement bag curing the same for not less than 2 days and keeping the surface of the base coat rough to receive the sand faced treatment 6 to 8 mm thick in cement mortar 1:4 finishing the surface by taking out grains and curing for fourteen days scaffolding etc. complete.

Specification:

The work shall be executed as per item wordings and PWD specification under reference no.BDL 7 & Bd.L.7 Page One Number 369 and as per best engineering practices, all as per the directions of Engineer in-charge. The materials used for the work shall confirm to the relevant IS Specifications and as per approved make.

Mode of Measurement & Payment: The executed quantity shall be measured on square meter basis and the contract rate shall be per square meter.

12 Rectangular shape 500x500 mm precast R.C.C. manhole cover with frame - M.D. - 10
Specification:

The work shall be executed as per item wordings and MCGM Specifications and as per best engineering practices, all as per the directions of Engineer in-charge. The materials used for the work shall confirm to the relevant IS Specifications and as per approved make.

Mode of Measurement & Payment: The executed quantity shall be measured on each basis and the contract rate shall be per number.

**Appendix A – Undertaking for Responsibility Of Labour & Other Applicable
Laws/Rules/Norms**

(To be printed on the Letterhead of Bidder)

Date: _____

Bid Ref. No.: _____

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

- a) To follow all the Labour regulations and other mandatory compliances applicable to tendered services in an industrial area which is situated in Maharashtra & applicable to a central government organization.
- b) Bidders shall ensure all the compliances as per applicable laws/rules/norms applicable to provide such services in central government departments situated in Maharashtra (i.e. SEEPZ, SEZ, Mumbai).

Name of the Bidder:

Name of Bidder's Authorized Signatory:

Designation of the person signing the Bid:

Signature of the person named above

Date signed:

Appendix B – Affidavit of Indemnity (Indemnity Bond)
(To be provided on a Rs.500 stamp paper comprising the following text:)

Date: _____

Bid Ref. No.: _____

“We hereby agree to undertake that we shall, at all times, indemnify and keep indemnified the Procuring Entity i.e. SEEPZ SEZ Authority against all claims/ damages for any violation of any statutory / licensing requirements/ pollution control norms while providing our services under the Contract. We shall indemnify the SEEPZ SEZ, Authority in full for any failure in performance on account of default or non-fulfillment of our obligations. We understand that, in such case, all the costs and expenses incurred by the Procuring Entity are recoverable from us.”

Name of the Bidder:

Name of Bidder's Authorized Signatory:

Designation of the person signing the Bid:

Signature of the person named above

Date signed:

**Appendix C – Format for Power Of Attorney to Authorized Signatory
Power Of Attorney**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).

We, M/s. _____ (name of the firm/ company with address of the registered office) hereby constitute, appoint and authorize Mr./Ms. _____ (Name and residential address) who is presently with us and holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the _____ (name of tender), including signing and submission of application/ tender /proposal, participating in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with SEEPZ SEZ, in connection with the this tender until culmination of the process of bidding, till the Contract Agreement is entered into with SEEPZ SEZ and thereafter till the expiry of the Contract Agreement. We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

(In any tenders in the case of Consortium/ Joint Venture)

Our firm is a Member/Lead Member of the Consortium of _____,
_____ and _____.

Dated this the _____ day of _____ 20

(Signature and name of authorized signatory being given Power of Attorney)

(Signature and name in block letters of Proprietor / All the partners of the firm / Authorized Signatory for the Company) (Strike out whichever is not applicable)

Seal of the Proprietorship firm / Partnership firm/ Company

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Notes:

- Signatory has to be the one employed by the Lead Member.
- The mode of execution of the power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- **Power of Attorney is to be attested by Notary.**