

महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळ, मुंबई
कामगार आयुक्त यांचे कार्यालय, कामगार भवन, ई-ब्लॉक, सी-२०, बांद्रा-कुर्लासंकुल,
बांद्रा (पुर्व), मुंबई ४०० ०५१

दूरध्वनी व फॅक्स क्र. ०२२-२६५७२६३१

ई-मेल- bocwwboardmaha@gmail.com

जा. क्र.मइवइबाकमं/सायकल NIT Document/०४/२०१९

दिनांक:-०७.०३.२०१९

ई-निविदा सूचना क्र. ०४/२०१९

महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळाकडील नोंदीत बांधकाम कामगारांसाठी स्मार्ट कार्ड सोल्युशन मार्फत सायकल वाटप करण्याकरीता या क्षेत्रातील अनुभवी संस्थांकडून खालील तपशीलांनुसार ई-निविदा मागविण्यात येत आहेत.

अनु. क्र.	विषय	दिनांक	वेळ
१.	ई-निविदा डाऊनलोड करणे	दि. ०७.०३.२०१९	दु. १२.०० ते
		दि. २९.०३.२०१९	दु. ४.०० वाजेपर्यंत
२.	निविदापुर्व बैठक	दि. १८.०३.२०१९	स. ११.३० वा
३.	निविदा सादर करणे	दि. २९.०३.२०१९	दु. ४.०० वा
४.	निविदा उघडणे	दि. ०२.०४.२०१९	दु. १२.३० वा
५.	अंदाजित खर्च (कर वगळून)	सायकल रु. १२५ कोटी इतर सेवा (सायकल कार्ड, एक्सेसरीज कीट, वाटप आणि इतर बाबींवरील खर्च)- रु. २६ कोटी	

ई-निविदेचा सविस्तर तपशील www.mahatenders.gov.in या संकेतस्थळावरून प्राप्त होऊ शकेल. इच्छुक संस्थांना विनंती करण्यात येते की, त्यांनी निविदा प्रक्रियेत भाग घेण्यासाठी उपरोक्त संकेतस्थळाला भेट देऊन नोंदणी करावी.

कोणतीही निविदा किंवा सर्व निविदा कारण न दर्शविता नाकारण्याचा अधिकारी मंडळाकडे राखून ठेवण्यात येत आहे.

सही/-

सचिव तथा मुख्य कार्यकारी अधिकारी
महाराष्ट्र इमारत व इतर बांधकाम कामगार
कल्याणकारी मंडळ, मुंबई.

MAHARASHTRA BUILDING AND OTHER CONSTRUCTION WORKERS WELFARE BOARD

Office of the Labour Commissioner, Kamgar Bhavan, E-block, C-20, Bandra Kurla Complex

Bandra (E), Mumbai - 400051

Website : www.mahabocw.in

Telephone and Fax no. 022/26572631

Email : [mocwwboardmaha@gmail.com](mailto:bocwwboardmaha@gmail.com)

E-Tender Serial Number: 04/2019

MBOCWW Board invites proposals from reputed and experienced companies to participate in online competitive bidding process of e-Tender for “Selection of Agency for implementation of Cycle Distribution Scheme through Smart Cards Solutions”.

Sr. No.	Information	Details	Time
1.	E-Tender Download	From 07.03.2019	12:00 PM to
		29.03.2019	till 04:00 PM
2.	Pre-Bid Meeting	18.03.2019	11:30 AM
3.	Last Date of Submission of Tender	29.03.2019	04:00 PM
4.	Tender Opening Date	02.04.2019	12:30 PM
5.	Estimated Cost (Excluding Tax)	Cycle – Rs. 125 Crores Other Services (Cycle Card, Accessories Kit, Distribution and Other Charges)– Rs. 26 Crores	

For complete and detailed Tender documents and information, please log on to www.mahatenders.gov.in. Interested companies are requested to register themselves by visiting the above mentioned website in order to participate in the e-Tender process.

MBOCWW Board reserves the right to accept or reject any or all offers in full / part without assigning any reasons whatsoever.

Yours Faithfully,

Sd/-
Secretary/CEO,
MBOCWW Board



Invitation to e-Tenders

Tender Reference No: – MBOCWW/04/2019

Date: 07th March, 2019

Inviting e-Tenders for

**“Selection of Agency for implementation of Cycle Distribution
Scheme through Smart Cards Solutions”**

Issued By

**MAHARASHTRA BUILDING AND OTHER CONSTRUCTION WORKERS
WELFARE BOARD, GOVERNMENT OF MAHARASHTRA**

OFFICE OF THE SECRETARY/CEO, MBOCWW BOARD,
KAMGAR BHAVAN, 4TH FLOOR, C-20, E BLOCK,
OPP. RESERVE BANK, BKC, BANDRA (E), MUMBAI-51.



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Section - I

INSTRUCTIONS

TO BIDDERS



1 Invitation for Proposal

Maharashtra Building and Other Construction Workers Welfare (MBOCWW) Board invites e-Tenders for “Selection of Agency for implementation of Cycle Distribution Scheme through Smart Cards Solutions”.

Bidder/ Agencies are advised to study this eTender document carefully before submitting their proposals in response to the eTender Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The complete bidding document has been published on <https://mahatenders.gov.in/> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required eTender/ bidding document fee and EMD.

Please note that the interested parties will have to access the website <https://mahatenders.gov.in/> and get themselves registered so as to enable them to participate in the e-Tendering process before due date.

The Bidder has to use two-envelope (Technical Bid and Commercial Bid) method through E- Tendering in order to fill up a Tender.

Bidder (authorized signatory) shall submit their offer online in electronic formats for preliminary qualification, technical and financial proposal. However, Tender Document Fees, and Earnest Money Deposit (EMD) shall be paid as per the details provided in the eTender. MBOCWW Board shall not be responsible for delay in online submission by bidder due to any reason. For this, bidders are requested to upload the complete bid



proposal well in advance so as to avoid issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.

Bidders are also advised to refer “Bidders Manual Kit” available at <https://mahatenders.gov.in/> for further details about the e-Tendering process.

Pre-Bid meeting will be held on Date: 18.03.2018, Time: 11.30 am at the O/o Secretary/CEO MBOCWWB, Kamgar Bhavan, E-Block, C-20, Banda-Kurla Complex, Bandra (E), Mumbai – 400 051, for any suggestions or doubts regarding the eTender. The minutes of the Pre-Bid meeting will be published if there is a need of publishing them online. MBOCWWB will not be bound to furnish any answers thereafter. All the terms and conditions mentioned in the eTender application are binding on Bidders.

For any technical related queries please call at 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

Place: Mumbai

Sd/- Secretary/ CEO,

Date: 07.03.2018



1.1 Disclaimer

1. Maharashtra Building and Other Construction Workers Welfare Board, Mumbai (hereinafter referred to as “MBOCWW”) has issued this eTender (hereinafter referred to as “eTender”) for Selection of Agency for implementation of Cycle Distribution Scheme through Smart Cards Solutions, as such terms and conditions as set out in this eTender document, including but not limited to the technical specifications set out in different parts of this eTender document.
2. This eTender has been prepared with an intention to invite prospective Applicants/Bidders and to assist them in making their decision of whether or not to submit a proposal. It is hereby clarified that this eTender is not an agreement and the purpose of this eTender is to provide the bidder(s) with information to assist them in the formulation of their proposals. This eTender document does not purport to contain all the information bidders may require. This eTender document may not be appropriate for all persons, and it is not possible for MBOCWW to consider the investment objectives, financial situation and particular needs of each bidder.
3. MBOCWW has taken due care in preparation of information contained herein. However this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents shall be required to confirm in writing that they have done so and they do not solely rely on the information contained in this eTender in submitting their Proposal. This eTender includes statements, which reflect various assumptions and assessments arrived at by MBOCWW in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
4. This eTender is not an agreement by and between MBOCWW and the prospective bidders or any other person. The information contained in this eTender is provided on the basis that it is non-binding on MBOCWW, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. MBOCWW makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the eTender document. Each Bidder is advised to consider the eTender document as per his understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in the eTender document



before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Bidders are also requested to go through the eTender document in detail and bring to notice of MBOCWW any kind of error, misprint, inaccuracies, or omission in the document. MBOCWW reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. MBOCWW also reserves the right to decline to discuss the Project further with any party submitting a proposal.

5. No reimbursement of cost of any type shall be paid to persons, entities, or consortiums submitting a Proposal. The Bidder shall bear all costs arising from, associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MBOCWW or any other costs incurred in connection with or relating to its Bid.
6. This issue of this eTender does not imply that MBOCWW is bound to select and pre-qualify Bids for Bid Stage or to appoint the Selected Bidder or Concessionaire, as the case may be, for the project and MBOCWW reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.
7. MBOCWW may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this eTender.
8. MBOCWW, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this eTender or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the eTender and any assessment, assumption, statement or information contained therein or deemed to be part of this eTender or arising in any way with eligibility of Bidder for participation in the Bidding Process) towards any Applicant or Bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.
9. MBOCWW also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the content contained in this eTender.



10. Interested parties, after careful review of all the clauses of this 'eTender', are encouraged to send their suggestions in writing to MBOCWW. Such suggestions, after review by MBOCWW, may be incorporated into this 'eTender' as a corrigendum which shall be uploaded onto the e-Tendering website: <https://mahatenders.gov.in/>



1.2 Glossary of Terms

#	Term	Meaning
1.	MBOCWWB	Maharashtra Building and other Construction Workers Welfare Board
2.	Secretary/CEO	Secretary / CEO MBOCWW Board
3.	Confidential Information	Any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information including any such information that may come to the knowledge of the Parties hereto / BIDDER by virtue of this Contract that: o is by its nature confidential or by the circumstances in which it is disclosed confidential; or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract;
4.	Contract	The eTender and all Annexes thereto, the Agreement entered into between the selected BIDDER together with the Purchaser as recorded in the Contract form signed by the Purchaser and the BIDDER including all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
5.	Contract Value	The price payable to the BIDDER under this Contract for the full and proper performance of its contractual obligations.
6.	Board	Maharashtra Building and other Construction Workers Welfare Board
7.	Department	Industries, Energy and Labour Department, GoM
8.	Effective Date	The date on which this Contract comes into force. This Contract shall come into force and effect on the date (the “Effective Date”) of the Purchaser’s notice to the BIDDER instructing to begin carrying out the activities.
9.	EMD	Earnest Money Deposit



#	Term	Meaning
10.	GLO	Government Labour Officer
11.	DyEO	Deputy Executive Officer
12.	DEO	District Executive Officer
13.	GoM	Government of Maharashtra
14.	Worker	Active/Live Registered Worker
15.	Noncompliance	Failure/refusal to comply to the terms and conditions of the proposal/Agreement
16.	Parties	The Purchaser, The BIDDER, and “Party” means either of the Parties
17.	PBG	Performance Bank Guarantee
18.	PQ	Pre-Qualification
19.	Proposal	Response or offer submitted by bidders for this e-Tender
20.	PSU	Public Sector Unit
21.	Purchaser	MBOCWW Board
22.	Services	Services to be provided as per the requirement mentioned in the scope of work and instructions thereof issued from time to time by MBOCWW Board
23.	SLA	Service Level Agreement
24.	SOW	Scope of Work
25.	Cycle card	Base master EMV card
26.	OEM	Original Equipment Manufacturer

1.3 Events and Dates

Table: Key Events and Date

#	Information	Details
1.	Advertising Date	From 07-03-2019, Time: 12:00 PM
2.	Download Date	From 07-03-2019, Time: 12:00 PM to 29-03-2019, Time: 04:00 PM
3.	Last date to send in requests for clarifications	From 18-03-2019, Time: 11:30 AM



Table: Key Events and Date

#	Information	Details
4.	Date, Time and place of Pre- Bid conference	From 18-03-2019, Time: 11:30 AM
5.	Release of response to clarifications would be available at	mahatenders.gov.in
6.	Last date (deadline) for online submission of bids	29-03-2019 till 04:00 PM on mahatenders.gov.in
7.	Technical Bid Opening Date & Time	Date: 02-04-2019 Time: 12:30 PM
8.	Commercial Bid Opening Date & Time	To be informed
9.	Address for communication and hard copy submission	Secretary/CEO, MBOCWW Board, Kamgar Bhavan, E-Block, C-20, Banda- Kurla Complex, Bandra (E), Mumbai – 400 051 Tel: 022-26572631/32 Email ID: bocwwboardmaha@gmail.com

1.4 Other Important Information Related to Bid

Table: Other Information

#	Item	Description
1.	Earnest Money Deposit (EMD) – Online	Rs. 30,00,000 (Rupees Thirty Lakhs Only) through Online Payment or in form of DD or bank guarantee from Nationalized Bank / Scheduled Commercial Bank in India and must be valid for the period duration and 120 days.
2.	e-Tender Fee	Rs. 10,000/- (Rupees Ten Thousand Only) + taxes to be paid on mahatenders.gov.in
3.	Bid Validity Period	120 days from the date of opening of Technical Bid.



Table: Other Information

#	Item	Description
4.	Performance Bank Guarantee value	3 % of the contract cost from a Nationalised Bank and must be valid for the contract period duration and 180 days beyond the project period.



SECTION II

BACKGROUND



2 Introduction & background information

This section contains information about the Board, the project region and the progress so far in the project.

2.1 Maharashtra Building and Other Construction Workers' Welfare Board.

The Government of India enacted Act 27 of 1996 on 19th August 1996, named the Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 to provide for construction workers, their safety, health and welfare measures and for other matter connected therewith or incidental thereto. The Government of Maharashtra has framed the Rules viz. The Maharashtra Building and Other Construction Workers (Regulation of Employment and Conditions of Services) Rules, 2007 vide Notification dated 5th February 2007 & a tripartite Board as stipulated under section 18 of the Act has been constituted on 1st May 2011, the Maharashtra Building and Other Construction Workers' Welfare Board (MBOCWW), hereinafter referred to as "Board".

The Building and Other Construction Workers Welfare Cess Act 1996 & The Building and other Construction Workers Welfare Cess Rules, 1998 aim for providing levy and collection of a cess on the cost of construction incurred by employers. All the authorities which grant the development permissions e.g. Municipal Corporations, CIDCO, MHADA, PWD, MMRDA, Irrigation, etc. are notified as Cess Collectors and are directed to collect the cess prior to granting the development permission by the Maharashtra Government. Cess is being collected and the amounts are transferred to the Boards bank account. The Cess amount levied is 1% of the construction cost. A notification was issued on 16th April 2008 for appointing Cess Collectors, Assessing Officers and Appellate Authorities. The same is followed with Government Circular dated 26th October 2009 prescribing procedure for collection of cess. A subsequent circular was also issued on 17th June 2010 and 21st July 2011. As per the notification dated 16th April 2008 the Cess Collectors started collecting Cess and transferring the amount to the Boards bank account from the year 2008.



The Board functions under the supervision, direction and control of Department of Labour, Government of Maharashtra. Up till now, the Board has framed 28 various welfare schemes for construction workers which are being implemented in Maharashtra. The Act and Rules have provision for registration of workers as beneficiaries on working as construction worker for not less than 90 days during the preceding 12 months.

The Government has notified the Commissioner of Labour for Maharashtra state as the Chief Inspector & respective Deputy Executive Officer as Inspector under Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996. In addition to this Government vide notification dated 26.06.1997 has appointed District Executive Officer as Registering Authority for the registration of establishments. In order to facilitate the registration and to speedily distribute the benefits to construction workers, the Board has delegated its powers to the respective District Authorities vide GR of Govt. of Maharashtra, Industries, Energy and Labour, GR No. /Emarat2014/C.R. 8/Lab.7-A dated 26th May 2014 followed by a Corrigendum dated 18th June 2014.

2.2 Project Description

The Maharashtra Building and Other Construction Workers Welfare Board, Mumbai deals with welfare of various types of Construction Workers in Maharashtra. One of the biggest challenge in Construction workers is unavailability of easy conveyance to construction sites. In the State, buildings and construction sites are far away from the city. Similarly at some place, there is no road facilities / Kaccha Rasta to reach at construction sites which are far away from construction workers residence during construction phase. The construction workers have to walk far away to reach at construction sites. Apart from this below are some major considerations which Board have undertaken while proposing the said scheme

- I. Ease of conveyance in adverse climate conditions
 - II. Adverse transportation facility, Delay in reaching the construction site thereby less time available for construction activity.
-
- Reduced productivity at job site



IV. Ease of travelling for household work.

So to reach at construction site on timely and uninterrupted manner, some media like cycle is required for construction workers. MBOCWW Board intends to provide Cycles to approximate 3,50,000 registered workers of MBOCWW Board across Maharashtra to overcome these challenges and provide ease of travelling to construction workers.

Under this eTender document, MBOCWW board seeks to appoint an agency for implementation of Cycle Distribution Scheme through Smart Cards Solutions to approved beneficiaries in Maharashtra.

3 Qualification of the Bidder

3.1 Qualification criteria

PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted
1.	<p>The Sole bidder or in case of consortium or Joint Venture, All members of the Consortium or Joint Venture shall be</p> <p>“A Company registered in India under the Companies Act 1956 or 2013 or The LLP Act 2008 since last 3 years.”</p> <p>OR</p> <p>“A partnership firm registered under Partnership Act, 1932 in India since last 3 years.”</p> <p>OR</p> <p>“A Sole Proprietorship with valid Certificate or License issued by Municipal authorities under Shop and Establishment Act in India since last 3 years.”</p> <p>OR</p> <p>“A Micro, Small & Medium Enterprises (MSEs) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board</p>	<ul style="list-style-type: none"> ▪ Certificate of Incorporation or Registration ▪ Copy of the list of properly constituted management or governing body of the Organization ▪ Memorandum of Association ▪ A partnership deed duly registered under the Partnership Act ▪ Copy of valid Certificate or License issued by Municipal authorities under Shop and Establishment Act in India ▪ or MSME/NSIC/SSI/DIC equivalent certificates, List of machinery, production capacity and other related documents of the manufacturer ▪ In case of Consortium or Joint Venture, copy of the Joint venture or Consortium Agreement, 	Form 3: General Profile of the bidder



PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted
	or National Small Industries Corporation or Directorate Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises, and vendors registered with NSIC under a single point vendor registration scheme in India since last 3 years.”	clearly specifying the roles and responsibilities and stake percentage of each of the members in the consortium or Joint venture, should be provided. Information to be provided as per as per format at Annexure form 3, of this etender.	
2.	The Sole bidder or in case of consortium or Joint Venture, all members of the Consortium or Joint Venture must have in their name, a PAN with Income Tax authority in India.	▪ Copy of the PAN Card signed by the Authorized Signatory of the Lead Bidder	Form 3: General Profile of the bidder
3.	<p>The Sole bidder or in case of consortium or Joint Venture, any members of the Consortium or Joint Venture should be manufacturer of cycle or manufacturer's authorised dealer or distributor or retailer or representative for supply of cycle.</p> <p>The Original Equipment Manufacturer (OEM) of cycle can submit the bid as bidder. However, if the bidder or Lead Bidder is an authorized dealer or distributor or retailer or representative of OEM of Cycle for providing the cycle, Manufacturer Authorization Form (MAF) shall be submitted along with bid.</p>	Manufacturers Authorization letter in favor of the bidder from the manufacturers of the items.	Form 7: Manufactures Authorization Form of e-tender.
4.	The Sole bidder or in case of consortium or Joint Venture, any member of the consortium or joint venture must have minimum average annual turnover of INR Rs. 8 Cr in last three financial years (FY 2015-	Audited Balance sheet and Profit & Loss account statement of the Bidder (Lead Member and other Members in case of Consortium or joint venture) for each of the last 3 audited financial years (FY	Form 8: Financial Capability of bidder



PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted
	<p>2016, 2016-2017, 2017-2018) as on last date of submission.</p> <p>In case of Consortium or Joint Venture, the Lead Bidder shall have average annual turnover of minimum INR 8 crore for last three financial years and consortium member shall have average annual turnover of minimum INR 2 crore for last three financial years (FY 2015-2016, 2016-2017, 2017-2018).</p>	<p>2015-2016, 2016-2017, 2017-2018).</p> <p>Certificate duly signed by Statutory Auditor of the Bidder or Certified Chartered Accountant for average annual Turnover for last 3 financial years (FY 2015-2016, 2016-2017, 2017-2018).</p>	
5.	The Original Equipment Manufacturer (OEM) should have an average annual turnover of minimum INR 50 Crores for last three financial years.	<p>Copy of the audited Profit & Loss Statement of the company duly certified by statutory auditor/chartered accountant.</p> <p>If Bidder is Authorised Representative then bidder shall submit its own turnover documents along with the turnover documents of the manufacturer</p>	Form 8: Financial Capability of bidder
6.	The Sole bidder or in case of consortium or Joint venture, any member of the consortium must have positive net worth in last 1 years (FY 17-18) as on the last date of bid submission	Certificate duly signed by Statutory Auditor of the Bidder or Certified Chartered Accountant for positive net worth in last 1 year (FY 2017-2018)	Form 8: Financial Capability of bidder
7.	The Sole bidder or in case of consortium or Joint Venture, any members of the Consortium or Joint Venture should have experience of at least 1 project for financial disbursement transactions through Smart Cards based Solutions of value not less than INR 21 Crores OR not less than 2,80,000 Transactions in Government (State or Central) or Semi Government or Corporation or PSU or ULB or Banks or Reputed Commercial Organizations in	<p>Work order or Contract documents or Completion Certificates from the client;</p> <p>The supporting documents shall mandatorily mention the value of project and duration of the contract.</p>	Form 5: Project details of the bidder



PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted
	<p>India in the last 7 financial years as on bid submission date</p> <p>OR</p> <p>The Sole bidder or in case of consortium or Joint Venture, any members of the Consortium or Joint Venture should have experience of at least 2 projects for financial disbursement transactions through Smart Cards based Solutions of value each not less than INR 14 Crores OR not less than 1,75,000 Transactions in Government (State or Central) or Semi Government or Corporation or PSU or ULB or Banks or Reputed Commercial Organizations in India in the last 7 financial years as on bid submission date</p> <p>OR</p> <p>The Sole bidder or in case of consortium or Joint Venture, any members of the Consortium or Joint Venture should have experience of at least 3 projects for financial disbursement transactions through Smart Cards based Solutions of value each not less than INR 10 Crores OR not less than 1,40,000 Transactions in Government (State or Central) or Semi Government or Corporation or PSU or ULB or Banks or Reputed Commercial Organizations in India in the last 7 financial years as on bid submission date</p>		
8.	The Sole bidder or in case of consortium or Joint Venture, any members of the Consortium or Joint Venture should be manufacturer of cycle or manufacturer's authorised ler or distributor or retailer	A self-certified letter signed by the Authorized Signatory of the Bidder stating the details of the Authorized authorised dealer or distributor or retailer or representative address and	Form 16: List of Authorized Cycle Dealers / Retailers



PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted
	or representative for supply of cycle having presence in all districts of Maharashtra.	contact details as per Form 16: List of Authorized Cycle Dealers / Retailers	
9.	The Sole bidder or in case of consortium or Joint Venture, all members of the consortium must have valid ISO 9001 certificate as on bid submission date.	Copy of valid certificates signed and stamped by the Authorized Signatory of the Bidder.	Form 6: Certifications as per the Technical Qualification criteria
10.	The Sole bidder or in case of consortium or Joint Venture, any members of the Consortium or Joint Venture should not be debarred/ blacklisted / banned/ not being under declaration of ineligibility for corrupt or fraudulent practices by any Government / PSU in India as on date of submission of the Bid.	An Affidavit on Rs. 100/- stamp paper signed by the Authorized Signatory of the Bidder as per Annexure Form 10	Form 10: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted
11.	The Sole bidder or in case of consortium or Joint Venture, any members of the Consortium or Joint Venture should have a registered/ corporate office/ Service Office / Sales Office in Maharashtra.	Valid documentary proof of office / service centre address located in Maharashtra	----
12.	The Sole bidder or in case of consortium or Joint Venture, all members of the consortium must have GST registration certificate as on last date of submission.	Copy of GST registration certificate	----
13.	Power of Attorney to be on non-judicial stamp paper of appropriate value as per Stamp Act, relevant to place of execution	All the signatories of the Consortium Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director or Board resolution and authorization letters of Board of Directors of the Companies. Party of the First Part shall be the Lead member of the Consortium or joint venture and shall have the power of attorney from all Parties for	----



PQ No.	Pre-Qualification Requirements	Documents to be submitted	Annexure to be submitted
		conducting all business for and on behalf of the Consortium during the Bidding Process and until the appointment date, if any	

Note:

A) All the scanned copies of certificates/documents attached with the tender should be stamped and signed by authorized person of the bidder otherwise the tender is liable to be treated as INVALID. Also all the documents on stamp papers should be invariably duly attested by Notary Public otherwise the tender is liable to be treated as INVALID. Also need to produce original certificates/documents during scrutiny stage, if asked by concerned Tendering Authority.

B) In case of Bidder, submitted any fraud information, samples, etc. regarding qualification criteria; and then EMD of such bidder shall be forfeited & necessary legal actions shall be initiated against such bidder.

3.2 Consortium or Joint Venture of Firms

Bids can be submitted by a Consortium or Joint Venture firm. A Consortium or Joint Venture should not consist of more than three parties (excluding the Lead Bidder). One of the Firms would be designated as a “Lead Bidder”. The Lead Bidder would have the sole responsibility of ensuring the delivery of products and services mentioned in this e-Tender. The Lead Bidder would also be responsible for ensuring the successful execution of establishing office premises to the satisfaction of the MBOCWW board including meeting the SLAs. The list of Consortium or Joint Venture members needs to be declared in the bid which cannot be changed by the bidder later on. Any change in the Consortium or Joint Venture partner will need to be approved by the Purchaser.

The Lead Bidder will be responsible for

- The management of all consortium or joint venture members who are part of the bid, and
- The supply, delivery and installation of all products, Accessories and services submitted in their bid and as part of their contract.

Bids submitted by a consortium or joint venture should comply with the following requirements also:



- a. The lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any and all consortium or joint venture members. Entire execution of the contract, including payment shall be done exclusively by/with the Lead Bidder.
- b. Any of the Lead Bidder cannot be a consortium or joint venture member with another bidder in a separate bid.
- c. Internal arrangement between the Consortium or joint venture member is left to the bidders. It is the responsibility of the Lead Bidder to ensure that all the other Consortium or joint venture members in the bid are compliant to all the clauses as mentioned in the bid, failing which bid can be disqualified.



SECTION III

INSTRUCTION TO

BIDDERS



4 Instruction to Bidders

4.1 Advice to the bidders

Bidders are advised to study this eTender document carefully before participating. It shall be deemed that submission of Bid by the bidder has been done after its careful study and examination of the eTender document with full understanding to its implications. Bidders are also expected to visit the MBOCWW Board Office and understand the requirements to allow them to propose the best solution. Bid is to be submitted as per enclosed format only. Attach the certificates, brochures & documents asked for in the eTender document.

4.2 eTender Form and eTender Fee

The eTender document can be downloaded from the e-Tendering portal mahaeTenders.gov.in. The eTender fee of Rs.10,000/- + Taxes shall be paid through an online payment gateway available at the eTendering portal. The eTender fee shall be non-refundable.

However, all the MSEs registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises, and vendors registered with NSIC under a single point vendor registration scheme will be exempted from payment of tender fees on submission of relevant document viz. copy of valid Entrepreneurs Memorandum (EM Part-II) / NSIC Certificate / Memorandum (UAM).

4.3 Earnest Money Deposit bank guarantee

The bidders are required to submit an EMD of Rs. 30,00,000 (Rupees Thirty Lakhs Only) through Online Payment or Demand Draft in favour of “Maharashtra Building and Other Construction Workers Welfare Board, Mumbai” or Bank Guarantee from a Nationalized Bank / Scheduled Commercial Bank in India and must be valid for the period 120 days from the last date of submission. Bidders shall submit the scanned copy of the EMD part of the technical bid document.



“The physical instrument of the EMD should be submitted at the office of the Purchaser on the last date of submission of the bids between 3:00pm till 6:00pm in sealed envelope.”

However, all the MSEs registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises, and vendors registered with NSIC under a single point vendor registration scheme will be exempted from payment of EMD on submission of relevant document viz. copy of valid Entrepreneurs Memorandum (EM Part-II) / NSIC Certificate / Memorandum (UAM).

Bidders shall ensure that the payment of the EMD is made prior to the last date of Bid Preparation and Submission of the Tender Schedule to have seamless submission keeping Bank's clearing process lead time.

The earnest money deposit shall be non-interest bearing and is refundable to unsuccessful eBidders. The successful bidders EMD will be discharged to the successful bidder post executing the Contract and furnishing the EMD Bank Guarantee as specified in this eTender.

The EMD shall be forfeited and appropriated by MBOCWW board without prejudice to any other right or remedy that may be available to MBOCWW board hereunder or otherwise, under the aforementioned conditions. In such an event, the decision of the MBOCWW board regarding forfeiture of the Bid Security shall be final and binding upon bidders.

- i. If a bidder submits a non-responsive bid; and/or If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
- ii. In the case of successful bidder, if bidder fails within the specified time limit:



- a. to sign the contract within the time specified by MBOCWW board; or
- b. to furnish the Performance Bank Guarantee within the period prescribed as specified in terms and conditions of the contract;
- iii. During the bid process, before signing of the contract, if bidder fails to comply with the terms and conditions of the tender
- iv. If during the bid process, any information provided by bidder is found false/fraudulent/mala fide, then MBOCWW board shall reject the bid and, if necessary, initiate action provided
- v. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalisation.
- vi. If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

4.4 Submission of Bids

Sealed bids shall be received by the Secretary/CEO, MBOCWW Board, through the e-Tendering system before the time and date specified in the schedule of the eTender notice. In the event of the specified date for the submission of bids being declared a holiday, the bids will be received up to the appointed time on the next working day. Purchaser may, at its discretion, extend this deadline for submission of bids by issuing corrigendum and uploading the same on eTendering system. Telex, cable or facsimile bids will be rejected.

To view- eTender Notice, Detailed Time Schedule, eTender Document for this eTender and subsequently purchase the eTender Document and its supporting documents, kindly visit following eTendering website <https://mahatenders.gov.in/>

The Bidders participating first time for eTenders on the eTendering portal will have to complete the Online Registration Process for the eTendering portal. A link for enrolment of new bidders has been provided on <https://mahatenders.gov.in/>

All bidders interested in participating in the online eTendering process are required to Class II or Class III Digital e-Token having 2 certificates inside it, one for



Signing/Verification purpose and another for Encryption/Decryption purpose. The eTender should be prepared & submitted online using individual's Digital e-Token. E-eTendering Tool Kit for Bidders (detailed Help documents, designed for bidders) has been provided on eTendering website in order to guide them through different stages involved during eTendering such as online procedure for eTender Document Purchase, Bid Preparation, Bid Submission.

4.5 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this eTender. Bids with deviation from this format are liable for rejection of Submission of Bid.

Complete bidding process will be online (eTendering) in two envelope system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
Envelope A: Technical proposal	<p>Scanned copy of Receipt of the eTender Fees and Earnest Money Deposit (EMD) (valid exemption certificate if eligible)</p> <p>The Pre-qualification documents and Technical documents shall be prepared in accordance with the requirements specified in this eTender and the formats are prescribed in this eTender. Bidders shall submit accurately filled Checklist for Pre-qualification documents and Technical evaluation documents as per format mentioned in this eTender</p> <p>Each page of the Technical Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Technical Proposal should be submitted through online bid submission process only.</p>
Envelope B: Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this eTender.



Particulars	Instructions
	Each page of the Financial Proposal should be signed and stamped by the Authorized Signatory of the Bidder. Financial Proposal should be submitted through online bid submission process only.

The bid should be a complete document and should be page numbered, indexed and bound as a single set. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bid.

Bids sent by telex/telegraphic/tele-fax post/ courier bids will be rejected.

The eTender purchased by the bidders shall be submitted in original and countersigned by bidder.

4.6 Late submission of Bids

Late submission will not be entertained and will not be permitted by the eTendering system.

4.7 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and purchaser shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.8 Erasures or Alterations and signing of bids

The original Bids shall be signed by the Bidder or a person or persons duly authorized using his / her digital certificate through the eTendering system. Such authorization shall be indicated by power-of-attorney accompanying the bids. The Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by



the Bidder, in that case such corrections shall be initiated by the person or persons signing the bids.

4.9 Pre-bid conference

Pre-Bid conference of all the interested bidders will be held at the scheduled date and time. The bidders will have to submit their queries to the email indicated in the eTender notice at least one day prior to the pre- bid meeting. In pre-bid meeting problems of general nature will be entertained. Any change decided in the pre-bid shall be uploaded on the eTendering system as corrigendum. This will form a part of this bid document.

4.10 Pre-bid Queries

Bidders are requested to submit their queries on the company letter head and in the following format on or before 18.03.2019, Time: 11:30 AM.

Name of Supplier					
Board Name		MBOCWW Board			
Tender Ref. No					
Tender Name		Selection of Agency for implementation of Cycle Distribution Scheme through Smart Cards Solutions			
Tender Due Date					
#	RFP Page No.	RFP No.	Clause Title	Queries /Clarification Sought	Justification by Bidder
..	

The queries not adhering to the above mentioned format shall not be responded to.

4.11 Amendment of eTender Document

At any time before the deadline for submission of bids, purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the eTender Document by amending, modifying and/or supplementing the same.



The amendments shall be published on website (<https://mahatenders.gov.in/>). Prospective bidders are advised to periodically browse this website to find out any further corrigendum / addendum / notice published with respect to this eTender.

In the event of any amendment, purchaser reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

4.12 Bid Validity

The offer/proposals submitted by the Bidders shall be valid for minimum period of 120 days after the last date of bid submission prescribed by the Board. In exceptional circumstances, prior to the expiration of the bid validity period, the Board may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. In event of such extension, Board shall request Bidder for extension of bid validity and submit new bid security to cover the extended period of validity of their bids.

A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid. If the date up to which the bid is to remain valid happens to be a closed holiday for the Board, the bid shall automatically remain valid up to the next working day of the Board.

4.13 Modification & Withdrawal of Bids

No bid can be modified by the Bidder, subsequent to the closing date and time for submission of bids. If date of submission is extended due to some reasons, modification in bids is possible till extended period provided bid has not been opened.

Withdrawal of Bids is not permissible after its submission. If the bid is withdrawn before the validity period, the EMD will stand forfeited.

4.14 Clarification of Bids

To assist in the scrutiny, evaluation and comparison of bids, purchaser may, at its discretion, ask some or all the Bidders for clarification of their bids on any of the points therein and the same may be sent through email. However, in such cases,



original copy of the technical clarifications shall be sent to the purchaser through courier or in person. The request for such clarifications and the response shall be in writing.

4.15 eTender Opening

The technical bids will be opened before the committee on the eTendering system and the same will be evaluated as per the qualification criteria and relevant documents in support of them. Commercial bids of only technically qualified bidders will be opened before the committee on the eTendering system. Decision of the committee will be final.

Bidders qualified in the Technical Evaluation will be advised of the location, date, and time set for opening of commercial proposal. Adequate notice will be given to allow interested bidders or their representatives to attend the opening of the commercial proposals.

4.16 Technical Bids

The Technical bids shall be complete in all respect and contain all information and documents asked for, except prices. It must not contain any price information.

During the activity of Bid Preparation, the Bidder is required to upload all the documents of the technical bid by scanning the documents and uploading it in the PDF format. This activity of uploading the documents as well as preparation of commercial bid and other Annexures enclosed with the eTender (if any) should be completed within the prescribed schedule given for bid preparation.

After Bid Preparation, the eBidder is required to complete Bid Submission activity within pre-scribed schedule without which the eTender will not be submitted.

The list of documents to be uploaded as part of Technical bid can be found at the eTendering system and at the checklist table in Annexure.



4.17 Commercial Bids

Bidder shall submit their commercial bid only in the eTendering system. Price quoted elsewhere shall be liable to rejection.

4.18 Evaluation of Qualifying Criteria

Prior to Commercial opening, the MBOCWW Board shall determine whether each bid is (a) complete, (b) is accompanied by the required information and documents and (c) is substantially responsive to the requirements set forth in the eTender document. Only those bidders, who fulfil all the qualifications mentioned in the section “qualification criteria” of the eTender, shall be eligible and qualified for further processing of evaluation.

The purchaser may at its sole discretion, waive any minor informality or non-conformity or irregularity in a Bid Document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

The bidders are suggested to bring the hard copy of all technical documents uploaded as a part of Technical Proposal along with Original for scrutiny/verification by the MBOCWW board.

4.19 Evaluation Framework

The evaluation of the technical bids shall be done by purchaser. Technical evaluation conducted by the purchaser shall be final and binding on all the bidders.

Bidders qualified as per the Qualification Criteria shall be eligible for Technical evaluation.

4.20 Commercial Bid Evaluation

Commercial envelope of only those bidders who are qualified in Technical Evaluation shall be opened by the purchaser.



The bidder with lowest cost submitted (L1 rate) in the commercial bid opening will be awarded the contract.

In cases of discrepancy between the prices quoted in words and in figures, higher of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected.

The decision of MBOCWW board shall be final in this regard and the bid will be rejected if the bidder does not agree to the decision in this regard.

In the event of two or more Bidders securing exactly the same commercial quote, then purchaser reserves the right to adopt any other method as decided by purchaser.

Purchaser reserves the right to confirm the L1 Bidder as Successful Bidder subject to negotiations and approval of the competent authority.

The final evaluation shall be done by the purchaser and the decision taken by the purchaser shall be final & binding.

4.21 Right to vary the scope of the work

The MBOCWW board reserves right to vary the time schedule and quantities for the supply, Delivery and distribution of Cycles based on the further registration/renewal of the registered workers. The bidder shall undertake to supply and distribute the additional required quantities of the Cycles, if any, as and when directed by MBOCWW board as per the time schedule for Supply, Delivery and Distribution at the rates quoted by the bidder under this eTender within a contract period of 1 year from the date of issue of work order. The MBOCWW board reserves right for further extension of the contract period based on the satisfactory performance of the selected bidder.

The decision of the MBOCWW board shall be final and binding upon selected bidder.



4.22 Notification of Award

Prior to the expiration of the period of bid validity, the purchaser will notify the successful Bidder that its bid has been accepted. The notification of award will constitute the formation of the Contract. Upon the successful Bidder's, furnishing of Performance Bank Guarantee the purchaser may notify each unsuccessful Bidder.

4.23 Signing of Contract

At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser shall send the Bidder the Pro forma for Contract, incorporating all agreements between the parties.

Within 15 working days of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

The rates in Work Order will be valid from the date of the issue of Work Order till the completion of the work. No representation in this regard will be entertained.

4.24 Confidentiality of the Document

This eTender Document is confidential and the Bidder shall ensure that anything contained in this eTender document shall not be disclosed in any manner, whatsoever.

4.25 eTender Related Conditions

The Bidder should confirm unconditional acceptance of full responsibility of completion of work and for executing the 'Scope of Work' of this eTender. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.

The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage



of eTendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the purchaser, the purchaser shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.

4.26 Rejection Criteria

Besides other conditions and terms highlighted in the eTender document, bids may be rejected under following circumstances:

a. General Rejection Criteria

- Bids received through Telex /Telegraphic / Fax / E-Mail except wherever required.
- Bids which do not confirm unconditional validity of the bid as prescribed in the eTender.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the eTendering Process.
- Any effort on the part of a Bidder to influence the purchaser's bid evaluation, bid comparison or contract award decisions.
- Bids received by the purchaser after the last date for receipt of bids prescribed by the purchaser.
- Bids without signature of person (s) duly authorized on required pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- In case any one bidder submits multiple bids or if common interests are found in two or more bids.

b. Technical Rejection Criteria

- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the eTender Document or submission of a bid not substantially responsive to the eTender Document in every respect.



- Bidders not quoting for the complete scope of Work as indicated in the eTender documents, addendum (if any) and any subsequent information given to the Bidder
- Bidders not complying with the Technical and General Terms and conditions as stated in the eTender Documents.
- The Bidder not confirming unconditional acceptance of full responsibility of providing services if the bid does not conform to the timelines indicated in the bid.

c. Commercial Rejection Criteria

- Incomplete Price Bid.
- Price Bids that do not conform to the eTenders price bid format.
- Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
- If there is an arithmetic discrepancy in the commercial bid calculations the purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.



Section IV

SCOPE OF WORK



5 Scope of Work

5.1 Overview

MBOCWW Board intends to engage an Agency for implementation of Cycle Distribution Scheme through Smart Cards Solutions in Maharashtra (hereafter referred to as “Service Provider”, “Agency”, “Vendor”, and “Bidder”).

The selected bidder shall perform the following brief scope of activities (but not limited to) where bidder shall:

1. Supply, Delivery and Distribution of Cycle Cards (Smart Cards) to approved beneficiaries.
2. Obtain Manufacturers Authorization Form from manufacturers.
3. Empanelment of Cycle vendors across Maharashtra for distribution of cycles as per the process approved by MBOCWW Board.
4. Distribution of Cycles along with accessories to approved beneficiary as per the cycle rates approved by MBOCWW board.
5. Submission of Payments Claims to MBOCWW Board along with supporting documents.
6. Design, development and implementation of cloud based application software for MIS generation.

5.2 Overview of Scope of Work is as follows:

#	Particulars	Description
1.	Quantity	▪ 3,50,000 Nos. Approximately
2.	Supply, Delivery and Distribution of Cycle Cards (Smart Cards) to approved beneficiaries	▪ Supply, Delivery and distribution of Cycle Cards (RF based Smart Cards) to approved beneficiaries. ▪ The Cards shall be secured, rugged, tamperproof and suitable for financial transactions.
3.	Obtain Manufacturers Authorization Form from	▪ Bidder shall obtain Manufacturers Authorization Form from manufacturers and submit the quote



#	Particulars	Description
	manufacturers and submit the quote stating make and model for Gents and ladies cycles as per the specifications and within the cost limits mentioned under this eTender document.	<p>stating make and model for Gents and ladies cycles as per the specifications and within the cost limits mentioned under this eTender document.</p> <ul style="list-style-type: none">▪ Bidder shall propose minimum 3 different cycle models of renowned Indian manufacturers (Avon, Atlas, BSA, Hero, Hercules, or equivalent)
4.	Empanelment of the authorized cycle dealers and retailers across Maharashtra for distribution of cycles as per the process approved by MBOCWW Board.	<ul style="list-style-type: none">▪ Bidder shall create a network of the authorized cycle dealers and retailers across Maharashtra to ensure the smooth and continued supply of cycles to the approved beneficiaries.
5.	Distribution of Cycles along with accessories to approved beneficiary as per the cycle rates approved by MBOCWW board.	<ul style="list-style-type: none">▪ Bidder shall ensure smooth and continued distribution of Cycles along with accessories to approved beneficiary as per the cycle rates approved by MBOCWW board.▪ Bidder shall collect beneficiary share of Rs.500/- through empanelled cycle vendors.▪ Bidder shall create records (Photo, Delivery Challan, etc.) for distribution of cycles through empanelled cycle vendors.
6.	Submission of Payments Claims to MBOCWW Board along with supporting documents.	<ul style="list-style-type: none">▪ Bidder shall submit the payments claims to MBOCWW Board along with supporting documents received from empanelled cycle vendors.
7.	Design, development and implementation of cloud based application	<ul style="list-style-type: none">▪ Design, Development of Cloud based monitoring system.



#	Particulars	Description
	software for Monitoring and MIS generation	<ul style="list-style-type: none">▪ Design and develop software for tracking Live distribution of cycle to know exact no. of cycles distributed at any given time”▪ Implementation of cloud based application software and Mobile Application for monitoring and recording the registered workers details, and daily distribution of Cycle records.
8.	Facilitate Registration/Renewal of Construction Workers	<ul style="list-style-type: none">▪ The selected agency shall facilitate Registration/Renewal of Construction Workers by helping them to fill up application forms, collecting the required documents and submit it to MBOCWW board officials for further registrations/renewals.

5.3 Supply, Delivery and Distribution of Cycle Cards (Smart Cards) to approved beneficiaries

- Supply, Delivery and distribution of Cycle Cards (RF based Smart Cards) to approved beneficiaries.
- The Cards shall be secured, rugged, tamperproof and suitable for financial transactions.
- The agency shall be responsible to design and develop Cycle Card branding as per the designs approved by MBOCWW board.
- The customized cycle card shall has following basic functional requirements:
 - MBOCWW Board logo
 - Unique Identification no
- The indicative Specifications for the Cycle cards are as follows:

#	Specification
1.	Base master EMV card (White core PVC)
2.	Size: CR 80 (86mm X 54mm X 0.80mm)
3.	Colour:



#	Specification
	<ul style="list-style-type: none">➤ Front: 4 colour + 2 Master Logo + Invisible (No Special/Metallic Colour)➤ Back: 4 colour (No Special/Metallic Colour)
4.	Finishing: <ul style="list-style-type: none">➤ Laminated card with 16K DDA Palladium Chip Milling➤ Black Hi Co Magnetic Stripe➤ Master Hologram & white Signature Panel➤ Glitter Finish

#	EMV Personalization
1.	DOD indenting number
2.	EMV Chip personalization on front & Magnetic Stripe encoding on back side with CVV number printing (without photo)
3.	Fulfilment Inserting the Card Holder along with base card into the cover

#	Envelope
1.	Size: <ul style="list-style-type: none">➤ Close: 160mm (W) X 115mm (H)➤ Open: 160mm (W) X 290mm (H)
2.	Paper: Art card, 300 gsm
3.	Printing: 4+0 colour
4.	Finishing: Die Cut, Window, out full Matt lamination, 40 mm strip gumming on flap

5.4 Obtain Manufacturers Authorization Form from manufacturers

- Bidder shall obtain Manufacturers Authorization Form from manufacturers and submit the quote stating make and model for Gents and ladies cycles as per the specifications and within the cost limits mentioned under this eTender document.
- The cycle shall meet the minimum technical specifications as per the Technical specifications mentioned at Section 5.8 of this eTender.



- Bidder shall propose minimum 3 different cycle models from renowned Indian manufacturers (Avon, Atlas, BSA, Hero, Hercules, or equivalent)
- Bidder shall submit the details in the format mentioned at annexure Form 15 of this e-tender.

5.5 Empanelment of the authorized cycle dealers and retailers

- Bidder shall create a network of the authorized cycle dealers and retailers (vendors) across Maharashtra to ensure the smooth and continued supply of cycles to the approved beneficiaries.
- Bidder shall ensure the availability of the sufficient cycle vendors in each district of the Maharashtra.
- Bidder shall provide the list of the authorized cycle dealers / retailers to MBOCWW Board in the format mentioned under Annexure Section Form 16: List of Authorized Cycle Dealers/retailers.
- Cycle Vendors shall display all cycles available with him/her as per the models proposed under this eTender document to approved beneficiaries and allow them to select any cycle model of their choice within the specified budget and specifications.
- Cycle Vendors shall collect the approval letter, cycle card and Rs.500/- as beneficiaries share for cycle on behalf of the MBOCWW Board.
- Cycle Vendors shall fix the accessories approved by MBOCWW Board to the cycle model selected by the approved beneficiary.
- Cycle vendors shall capture and store geo tagged and timestamped photo of the beneficiary receiving cycle along with accessories in cloud based software and also obtain beneficiaries biometric/fingerprint details during the delivery of the cycle to beneficiary. The Cycle vendors shall verify the authenticity of the beneficiary by using Aadhar based authentication systems.
- Cycle vendors shall handover the cycle along with accessories to the approved beneficiary on completion of the distribution process approved by MBOCWW Board.
- Cycle vendors shall create an invoice for the delivery of the cycle distributed to the approved beneficiary subject to the cycle model selected by the approved beneficiary.



- Cycle vendors shall submit invoice, delivery challan, cycle card, and all other supporting documents to the agency for further payment process.
- Agency shall submit the payment claims to MBOCWW Board along with supporting documents received from empanelled cycle vendors

5.6 Design, development and implementation of cloud based application software for Monitoring and MIS generation

- The agency shall be responsible for design, development and implementation of cloud based application software for Monitoring and MIS generation.
- Bidder shall design and develop software for tracking live distribution of cycle to know exact no. of cycles distributed at any given time.
- The agency shall provide access the various reports required by MBOCWW board for the contract period.
- During the contract period, the bidder shall be responsible for integrating the “Cloud based Scheme Monitoring Software for Distribution of Cycle” along with MBOCWW board's other applications as and when implemented by MBOCWW board at no additional cost to MBOCWW board.
- The bidder shall develop Online Portal and Mobile Application and provide access to the system as required by the MBOCWW board.
- The data, images, information stored and generated through “Cloud based Monitoring Software for Distribution of Cycle”, shall be exclusive property of the MBOCWW board.
- The bidder shall provide Quarterly backup of the entire database to MBOCWW board.

5.7 Facilitate Registration/Renewal of Construction Workers

- The selected agency shall facilitate Registration/Renewal of Construction Workers by helping them to fill up application forms, collecting the required documents and submit it to MBOCWW board officials for further registrations/renewals.



5.8 Minimum Technical Specifications

5.8.1 Gents Cycle (22", 24" & 26")

#	Item	IS Number
1.	IS Specification	IS 10613 : 2004
2.	Brake System	IS 10613 : 2004 Hand Operated Lever Brake
3.	Steering Head Assembly	IS: 2973-1983/10613-2004
4.	Frame Bar – Gents	IS Mark 623 : 2008 (Shall be of strait type)
5.	Fork	IS Mark No. 2061:1995
6.	Hub Assembly	IS: 629-1988
7.	Steel tubes for frame and fork	IS: 2039 Part-I to III-2002
8.	Mudguard	IS Mark No. 6218: 2008 (The Mudguards Shall be not less than 50 mm wide and not less than 18 mm deep and shall be made from steel strip not less than 0.45 mm thick.)
9.	Dimension of Seat Tube (a) Outer Diameter of Seat Tube (b) Thickness of Seat Tube	IS 3404 : 1966 28.60 mm 1.63 mm
10.	Saddle	IS: 10613-2004 (PVC Saddle)
11.	Chain Guard	Minimum Thickness of 0.5 mm (Cycle shall be equipped with a protective chain guard (Chain Cover) on the front side of the chain wheel, i.e. Half Gear Cover (HGC),shielding the upper junction of chain and chain wheel)
12.	Chain	IS Mark 2403:1991 (The chain shall have a minimum-breaking load of 8010 N)
13.	Tyre	Shall conform to IS: 244-2005 and it should be ISI marked
14.	Tube	As per Rim Size Bearing IS Mark 2415:2004
15.	Rim	Shall conform to IS: 624-2003. The rims shall be Bended Edge Type.
16.	Wheel Size	22", 24" & 26" with adjustable seat upto 1.5"
17.	Pedal Assembly	Pedal Assembly as per IS 10613: 2004
18.	Rim Tape	IS: 960/2005 Rim Tape between Rim and Tube



#	Item	IS Number
19.	Air Filling of Tubes	Air Filled with Standard Pressure
20.	Chain Wheel	As per IS 1281:1996
21.	Free Wheel	As per IS 1283:1995
22.	Cranks	As per IS 1281:1996
23.	Handle Bar	As per IS 625:2006 The ends of the Handlebar shall be fitted with suitable handgrips on each end that will withstand a removal force of 70N.
24.	Seat Pillar	As per IS 626:2009
25.	Spokes	As per IS 630:2006
26.	Reflectors	As per IS: 10613: 2004, ISO 6742-2-2015 with up to date amendments
27.	Weight	Min. weight of the Cycle shall be 20 - 24kg

5.8.2 Ladies Cycle (20", 22" & 24")

All specification of Ladies Cycle shall be same as Gents cycle mentioned above except following:

#	Item	IS Number
1.	Frame Bar – Ladies	IS Mark 623 : 2008 (Shall be of curved type)
2.	Wheel Size	20", 22" & 24" with adjustable seat upto 1.5"
3.	Weight	Min. weight of the Cycle shall be 18 - 22 kg.

5.8.3 Accessories Kit

#	Accessories	Specification
1.	Seat Cover	"MEMORY FOAM" saddle cover for recreational cycling.
2.	Carrier	Volume: Can hold up to 10 kg. Easy Assembly / Dismantling: Screw hardware for attachment. Adjustable length and height. Compatibility: All 20" to 26" cycle with frames equipped with inserts.
3.	Stand	Metallic Full Stand – Cycle Stand (Metallic Coated with Lock Assembly) Compatible with all types of Cycle
4.	Lock	Long Lasting Cable: 3 feet/ 1m long with flexibility, made of heavy duty and braided steel with protective PVC coating, strong cut resistance and scratch proof to secure the bikes Free Lock Holder:



#	Accessories	Specification
		a plastic lock holder to universally mount on the seatpost of any bike makes this lock easy to transportation, and the self-coiling cable is convenient for storage
5.	Mud Flap	Plain rubber mud flap compatible for all cycles.
6.	Bell	Chrome plated Bell shall be fixed to the Handlebar Assembly of the Cycle

Note:

- All items supplied shall have good workmanship and finish.
- Cycle shall have a warranty for a period of one year against the manufacturing defects.
- Cycle shall be visibly and legibly marked with Manufacturer's name and model.
- Cycle shall have logo of the Maharashtra Building & Other Construction Workers Welfare Board should fixed on the frame, so that the Logo is clearly visible (as approved by the Board).
- Tolerance of all the parameters of all products shall be as per relevant IS.

5.9 Process flow for disbursement of the scheme benefits

5.9.1 Application by Registered worker for Cycle Distribution Scheme

- Registered BOC worker shall apply for Cycle distribution scheme along with supporting documents to concerned Deputy Executive officer/Nodal officer authorized by the MBOCWW Board at each district.
- Concerned Deputy Executive officer/Nodal Officer shall review the application submitted by the registered BOC worker and issue approval letter to the eligible BOC worker
- Concerned Deputy Executive officer/Nodal Officer shall prepare a list of approved beneficiaries to whom disbursement shall be made by the selected agency.
- The selected agency shall issue the cycle to the approved beneficiaries along with the list of authorized cycle dealers or retailers in each district.



5.9.2 Distribution of Cycle to each beneficiary

- Approved beneficiary shall visit to empanelled cycle vendor from list provided by agency and submit following documents:
 - Approval Letter issued by Deputy Executive Officer/Nodal officer of MBOCWW Board
 - Cycle Card issued by selected Agency
 - Rs. 500/- by beneficiary as his/her share for cycle
- Cycle Vendors shall display all cycles available with him/her as per the models proposed under this eTender document to approved beneficiaries and allow them to select any cycle model of their choice within the specified budget and specifications.
- Cycle Vendors shall collect the approval letter, cycle card and Rs.500/- as beneficiaries share for cycle on behalf of the MBOCWW Board.
- Cycle Vendors shall fix the accessories approved by MBOCWW Board to the cycle model selected by the approved beneficiary.
- Cycle vendors shall capture photo of the beneficiary receiving cycle along with accessories and also obtain beneficiaries biometric/fingerprint details during the delivery of the cycle to beneficiary.
- Cycle vendors shall handover the cycle along with accessories to the approved beneficiary on completion of the distribution process approved by MBOCWW Board.
- Cycle vendors shall create an invoice for the delivery of the cycle distributed to the approved beneficiary subject to the cycle model selected by the approved beneficiary.
- Cycle vendors shall submit invoice, delivery challan, cycle card, payment receipt of Rs. 500/- and all other supporting documents to the agency for further payment process.

5.9.3 Submission of Claim for payments

- Agency shall submit the payment claims to MBOCWW Board along with supporting documents received from empanelled cycle vendors.



- MBOCWW Board, on completion of the verification and approval of payment invoices, shall transfer the following amount to Cycle Card of each beneficiary:

Sr.	Particulars
A	Quoted Cost of the Cycle Model selected by approved beneficiary
B	Per Unit Charges for Accessories Kit
C	TOTAL (A + B)
D	Minus (Beneficiary Share amounting to Rs. 500/- collected by Cycle Vendor)
E	Amount to be transferred to beneficiary Cycle Card (E = C - D)

- Agency shall swipe the cards to collect their payments and release payments to respective Cycle vendors.
- On receipt of the payments, Agency shall return cycle cards back to MBOCWW Board.

5.10 Project Deliverables

- The Agency has to deliver the following deliverables as part of an assurance to fulfil the obligations under the SLA. The table given below may not be exhaustive and Agency is responsible to provide all those deliverables which may be specified in this RFP but not listed here and those agreed by Agency in response to any request from MBOCWW. The timelines for producing each of these deliverables will be in line and closely linked with the overall project timeline as indicated in this RFP.
- Any conflict with respect to project and/or deliverable timelines will have to be resolved by Agency in consultation with the MBOCWW and/or its designated agencies and approved by the purchaser. Thereafter the approved timelines will have to be adhered to by the Agency, unless specified otherwise.

5.11 Project timelines

The table below details the time schedule for key milestones and activities envisaged for the project.

5.11.1 Pre-Implementation

Milestone	Period (No. of weeks)
Issue of Work order	T
Design, Development and supply of Cycle card as per of MBOCWW Board	T + 1



Milestone	Period (No. of weeks)
Implementation of “Cloud based Monitoring Software for Distribution of Cycle”	T + 3

5.11.2 Post-Implementation

Milestone	Period (No. of weeks)
Obtaining list of approved beneficiaries from concerned District offices	T2
Delivery and Distribution of Cycles to the beneficiaries.	T2 + 2

The MBOCWW board reserves right to vary the time schedule and quantities for the Supply, Delivery and Distribution of Cycle based on the further registration/renewal of the registered workers. The bidder shall undertake to supply and distribute the additional required quantities of the Cycle, if any, as and when directed by MBOCWW board as per the above mentioned time schedule Supply, Delivery and Distribution at the rates quoted by them under this eTender within a period of 1 year from the date of issue of work order.

5.12 Payment terms

- Payments shall be made against invoices raised by the selected Agency as per the schedule below:

#	Deliverables	Payment Amount
1	1) Monthly Invoice containing following reports for distributed Cycle duly certified by concerned Government Labour Officer or Nodal Officer authorized by MBOCWW Board along with Payment Certificate approved by Concerned Deputy Commissioner/ District Executive Officer System Generated report showing the no. of disbursements credited to Cycle Cards along with copy of delivery note, Photo of approved beneficiary receiving Cycle, Payment Receipt of Rs.500/- collected as worker contribution for each disbursement.	Payment Amount to selected Agency = Total No. of Successful disbursements during the billing period x (Per unit Cycle card charges + Per Unit bidder Charges for Distribution, Coordination, and Execution of DBT scheme for Cycle Distribution) – Penalty Amount, if any



5.13 Invoicing

- The agency shall be eligible to receive remuneration in accordance with the Terms of Payments.
- The Agency shall submit monthly invoices to the authorized regional nodal officers of the MBOCWW board along with the Delivery Receipts duly signed by registered workers for receipt of Cycle, photo of receipt of Cycle, copy of receipt of Rs.500/- as worker contribution for each beneficiary worker and copy of the physical registers prepared, for the respective month invoices for each location for release of payments.
- The authorized regional nodal officers of the MBOCWW Board shall verify the physical copies of registers along with the reports and submit the invoices to the head office of the MBOCWW board for release of payments for the concerned location.
- The payment shall be done as per actual basis, on number of disbursements made by the selected bidder.
- MBOCWW board shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Agency where the Board disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure as set out in the eTender. Any exercise by the Board under this section shall not entitle the agency to delay or withhold the supply and distribution of the Cycles.

5.13.1 Taxes and Statutory Payments

- All payments agreed to be made by the purchaser to the Agency in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The Agency shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this Contract.

5.14 SLA (Service Level Agreement)

- The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service to be provided by the successful bidder to the

Purchaser for the duration of this contract. SLA defines the responsibility of the successful bidder in ensuring adequate delivery of the deliverables and the services coupled with correctness of the same based on the performance indicators detailed out in this document. The successful bidder shall provide services as defined in the scope of work in accordance with the conditions mentioned in this eTender to ensure adherence to project terms and error free availability of the services. The Service level agreement would be valid for the complete period of contract. This SLA may be reviewed and revised according the procedure detailed in SLA Change Control Mechanism.

5.14.1 Implementation SLAs

- This SLA shall commence on the date of signing of Agreement and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the parties, continue for the contract period.
 1. The SLA is not a fixed document to be produced once and used forever. Instead, it must be re-evaluated and updated as the work environment changes. This document may be reviewed and revised by mutual Agreement between MBOCWW Board and Bidder. Changes to the SLA may be required at other times to include new systems, change in operating hours, etc.
 2. Any and all changes to the SLA will be initiated in writing between MBOCWW Board and the Bidder. The Service levels here are considered to be standard and will be modified when both MBOCWW Board and vendor agree to an appended set of terms and conditions.
 3. Following tables outlines the key service level requirements for the system, which needs be ensured by the Bidder during the operations and maintenance period. These requirements shall be strictly imposed and either MBOCWW Board or a third party audit/certification agency shall be responsible for certifying the performance of the Bidder against the target performance metrics as outlined in the tables below.
 - a) Parameters: The SLA parameters for the implementation stage would be directly related to the delivery timelines of the deliverables as mentioned in the Section 5.



- b) Period: These SLAs would be applicable until the concerned Board(s) Sign-Offs. The deliverables would be measured at every payment milestone as mentioned in the matrix.

Capping: All the penalties will be capped at a maximum of 5% of the total monthly billing cost.

5.14.2 SLA application Pre-implementation Phase

#	Parameter	Delay	Penalty (In Rs.)
1	Design, Development and supply of Cycle card as per approval of MBOCWW Board	<= 1 week	10,000
		> 1 weeks <= 4 weeks	10,000 per week
		> 4 weeks	20,000 per week
2	Implementation of "Cloud based Monitoring Software for Distribution of Cycle"	<= 1 week	10,000
		> 1 weeks <= 4 weeks	10,000 per week
		> 4 weeks	20,000 per week

5.14.3 SLA application Post-implementation Phase

#	Services	Parameter	Penalty
1	Delivery and distribution of Cycle to the approved beneficiary across Maharashtra	Delay in distribution of Cycle as per timeline mentioned in tender to construction worker after receiving approval letter from MBOCWW Board Board shall take action on any such time at any site as the occasion may arise and impose suitable penalty or may cancel the agreement forthwith.	0.5% of monthly payment for every week of delay in distribution of Cycle at each respective distribution center.
2	Replacement of defective Cycle within 10 working days	Delay in Replacement of defective Cycle.	0.5% of monthly payment for every instance

5.15 Penalties

- The Penalty shall be calculated on a monthly basis.
- All above mentioned penalties are exclusive to each other.
- All payments shall be released after deduction of applicable penalties.



5.15.1 Breach of SLA

If the penalty deducted is over 5% of total monthly payment for 3 consecutive months, MBOCWW may invoke breach and terminate the contract. The decision of the MBOCWW in this regard shall be final and binding on the successful bidder, the MBOCWW will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:-

- MBOCWW may issue a show cause notice to the successful bidder
- Successful Bidder should reply to the notice within three working days.
- If the MBOCWW is not satisfied with the reply, MBOCWW will initiate termination process.

5.15.2 Monitoring and Auditing

MBOCWW will review the performance of Agency against the SLA parameters each month, or at any periodicity defined in the contract document. The review / audit report will form basis of any action relating to imposing penalty or breach of contract. Any such review / audit can be scheduled or unscheduled. The results will be shared with the successful bidder as soon as possible.

5.15.3 Reporting Mechanism

The Agency's representative will prepare and submit SLA performance reports in an agreed upon format by the last day of month. The reports will include "actual versus target" SLA performance, a variance analysis and discussion of appropriate issues or significant events.

5.15.4 SLA Change Process

It is acknowledged that this SLA may change as Purchaser business needs evolve over the course of the contract period. Both the parties may amend this SLA by mutual agreement in accordance. Changes may be proposed by either party. The forum for negotiating SLA changes will be decided by the MBOCWW. Any changes to the levels of service provided during the term of this agreement will be requested, documented



and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this document and consequently the contract.

5.15.5 Management Escalation Procedures

- The purpose of this escalation process is to provide a quick and orderly method of notifying both parties that an issue is not being successfully resolved at the lowest possible management level. Implementing this procedure ensures that MBOCWW and successful bidder management are communicating at the appropriate levels. Escalation should take place on an exception basis and only if successful issue resolution cannot be achieved in a reasonable time frame.
- All issues would be raised to the project management team, which is completely responsible for the day to day aspects of the implementation. The project management team shall classify the issues based on their severity level and resolve them within appropriate timelines.
- If project management team is unable to resolve an issue, the issue would be escalated to the top management with options/ risks detailed for decision. MBOCWW will make decisions based on the options/ risks presented.



SECTION V

GENERAL

CONDITIONS OF

CONTRACT

6 Terms and Conditions

Terms and conditions for bidders who participate in the eTender are specified in the section called “Terms and Conditions”. These terms and conditions will be binding on all the bidders. These terms and conditions will also form a part of an agreement to be signed with the purchase order, to be issued to the successful bidder(s) on the outcome of the eTender

6.1 Interpretation

In this Contract unless a contrary intention is evident:

- the clause headings are for convenient reference only and do not form part of this Contract;
- unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- a word in the singular includes the plural and a word in the plural includes the singular;
- a word importing a gender includes any other gender;
- a reference to a person includes a partnership and a body corporate;
- a reference to legislation includes legislation repealing, replacing or amending that legislation;
- Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- In the event of an inconsistency between the terms of this Contract and the eTender and the Bid, the terms hereof shall prevail.



6.2 Key Performance Measurements

- Unless specified by the Purchaser to the contrary, the BIDDER shall carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work its specifications.
- If the Contract Specification include more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

6.3 Commencement & Progress

The BIDDER shall commence the performance of its obligations in a manner as specified in the Scope of Work.

- The BIDDER shall proceed to carry out the activities with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- The BIDDER shall be responsible for and shall ensure that all activities are performed in accordance with the Contract, Scope of Work and that the BIDDER's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- The BIDDER shall perform the activities and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management The BIDDER shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third parties.



6.4 BIDDER's Obligations

6.4.1 Scope of Work

- The BIDDER's obligations shall include all the activities as specified by the Purchaser in the Scope of Work and other sections of the eTender and Contract and changes thereof to enable Purchaser to meet the objectives and operational requirements. It will be the BIDDER's responsibility to ensure the proper Space for NBOCWWB in accordance with and in strict adherence to the terms of his Bid, the eTender and this Contract.
- The BIDDER shall fulfil any other obligations as mentioned in the eTender document.

6.4.2 Confidentiality

- The successful bidder will have to maintain strict Privacy and confidentiality of all the data it/its staff gets access to. Adequate provisions to be made not to allow unrestricted access to the data to people in the organization who have not got necessary permissions. Successful Bidder cannot sell or part with any data in any form. If such case may occur then, heavy penalty or termination of the contract shall be imposed along with prosecution. The amount of the penalty will be decided by the Purchaser based upon severity of the default.
- This restriction does not limit the right to use information contained in the data if it:
 - Is obtained from another source without restriction.
 - Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality; becomes generally known to the public without violation of this Proposal.
 - Is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information.
 - Is required to be provided under any law, or process of law duly executed".
- The BIDDER recognizes that during the term of contract and the SLA, sensitive data will be procured and made available to it and others working for or under the BIDDER. Disclosure or usage of the data by any such recipient may constitute a breach of applicable laws causing harm to the Purchaser and the MBOCWWB. The function of MBOCWWB requires the BIDDER to demonstrate utmost care, sensitivity



and strict confidentiality. Any breach of this will result in the Purchaser and the MBOCWWB receiving a right to seek injunctive relief and damages without any limit, from the BIDDER and/or also seek termination.

- BIDDER agrees as to any Confidential Information disclosed by Purchaser or the SLA (the “Discloser”) to this Agreement:
- To take such steps necessary to protect Purchaser confidential information from unauthorized use, reproduction and disclosure as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care; and to use such Confidential Information only for the purposes of this Agreement or the SLA or as otherwise expressly permitted or expressly required by this Agreement or the SLA or as otherwise permitted by Purchaser in writing; and
- Not without purchaser prior written consent to copy the confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement or the SLA or as required in connection with BIDDER’s use as permitted by Purchaser.
- Not without purchaser’s prior written consent to disclose, transfer, publish or communicate the confidential information in any manner to any person except as permitted in this contract or SLA.

6.4.3 Ethics

BIDDER represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or MBOCWWB, or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Purchaser standard policies and may result in cancellation of this Agreement.

6.4.4 Corrupt or Fraudulent Practices

The Purchaser requires that bidder under this eTender, observe the highest standards of ethics during the execution of such contract. In pursuance to this policy, the Purchaser:-

Defines for the purposes of this provision, the terms set forth as follows:



- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence of public officials in contract execution; and
- “Fraudulent Practice” means a misrepresentation of facts in order to influence execution of contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after bid submission);
- 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;
- Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or executing a contract.
- The past performance of the bidder will be crosschecked if necessary. If the facts are proven to be dubious the bidders will be ineligible for further processing.

6.5 Purchaser’s Obligations

- Purchaser nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the BIDDER.
- Purchaser shall ensure that timely approval is provided to the BIDDER as and when required, which may include approval of documents necessary in fulfilment of this contract.
- The Purchaser’s Representative shall interface with the BIDDER, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.
- Purchaser may provide on BIDDER’s request, particulars/information/ or documentation that may be required by the BIDDER for providing services covered under this contract.

6.6 Events of Default by the BIDDER

The failure on the part of the BIDDER to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the BIDDER.



Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the BIDDER, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Thirty (30) days to enable such defaulting party to remedy the default committed.

Where despite the issuance of a default notice to the BIDDER by the Purchaser the BIDDER fails to remedy the default to the satisfaction of the BIDDER, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser.

6.7 Consequences of Default

Where an Event of Default subsists or remains uncured the Purchaser shall be entitled to:

- Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of the Services which the BIDDER shall be obliged to comply with which may include re-determination of the consideration payable to the BIDDER as agreed mutually by Purchaser and BIDDER. The BIDDER shall in addition take all available steps to minimize loss resulting from such event of default.
- Suspend all payments to the BIDDER under the Contract by a written notice of suspension to the BIDDER, provided that such notice of suspension:
 - Shall specify the nature of the failure; and
 - Shall request the BIDDER to remedy such failure within a specified period from the date of receipt of such notice of suspension by the BIDDER.

6.8 Terminate the Contract in Full or Part

- Retain such amounts from the payment due and payable by the Purchaser to the BIDDER as may be required to offset any losses caused to the Purchaser as a result of such event of default and the BIDDER shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the BIDDER and BIDDER's Team to

perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.

- Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the BIDDER as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

6.9 Breach and Rectification

In the event that the BIDDER is in Material Breach of its obligations under this Agreement or the SLA, Purchaser may terminate this Agreement or the SLA upon notice to the other Party. Any notice served pursuant to this clause shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

- If there is Breach which translates into default in providing Services by the BIDDER as per this Agreement or the SLA, continuously for more than one week, then the Purchaser will serve a seven days' notice for curing such Material Breach. In case the Material Breach continues after the notice period, the Purchaser will have the option to terminate the Agreement.
- Because time is the essence of the contract, in case, for reasons prima facie attributable to the BIDDER, there is a delay of more than 4 weeks by the BIDDER, the Purchaser may terminate this Agreement after affording a reasonable opportunity to the BIDDER to explain the circumstances leading to such a delay. Further, the Purchaser may also invoke the Performance Guarantee of the BIDDER. Pursuant to the termination, BIDDER shall transfer all the project related assets to Purchaser.
- Where a change of control of the BIDDER has occurred whereby the BIDDER has merged, amalgamated or been taken over, due to which the majority shareholding of the BIDDER has been transferred to another entity, the Purchaser can by a 60 days written notice, terminate this Agreement and such notice shall become effective at the end of the notice.



6.10 Protection and Liabilities

6.11 Third Party Claims

- BIDDER (the “Indemnifying Party”) undertakes to indemnify the Purchaser (the “Indemnified Party”) from and against all direct losses, claims or damages on account of bodily injury, death or damage to tangible personal property and otherwise caused by its negligence/ fraud/wilful misconduct, arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party’s performance or non-performance under this Agreement or the SLA.
- The indemnities shall be subject to the following conditions:
- The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
- If the Indemnifying Party does not assume full control over the defence of a claim, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- All settlements of claims subject to indemnification will:
- Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim;



- Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- The Indemnified Party shall take legally permissible steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
- In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates;

6.12 Limitation of Liability

The BIDDER's aggregate liability for damages shall not apply to

- Neither this Agreement nor the services delivered by BIDDER under this Agreement grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement, as the case may be.
- The liability of bidder(whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Value of Project
- Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, the Purchaser shall not be liable to BIDDER for any indirect or consequential damages.
- Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation.



- The Purchaser shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.

6.13 Termination

6.14 Conditions for Termination

- The Purchaser may, terminate this Contract in whole or in part by giving the BIDDER a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
- Where the Purchaser is of the opinion that there has been such Event of Default on the part of the BIDDER / BIDDER's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of the BIDDER to respect any of its commitments with regard to any part of its obligations under its Bid, the eTender or under this Contract.
- Where it comes to the Purchaser's attention that the BIDDER (or the BIDDER's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the BIDDER's Bid, the eTender or this Contract.
- Where the BIDDER's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the BIDDER, any failure by the BIDDER to pay any of its dues to its creditors, the institution of any winding up proceedings against the BIDDER or the happening of any such events that are adverse to the commercial viability of the BIDDER. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.
- Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the BIDDER, without compensation to the BIDDER, if the BIDDER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.



- In the event of termination of this Contract by the Purchaser before the expiry of the term, the BIDDER shall be given a period of 30 days to demobilize itself,
- The BIDDER may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice at least 1 months in advance indicating its intention to terminate the Contract.

6.15 Consequences of Termination

- In the event of termination of this Contract, [whether consequent to the stipulated Term of the Contract or otherwise the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the BIDDER shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/or the successor agency, as may be required, to take over the obligations of the erstwhile BIDDER in relation to the execution/continued execution of the scope of this Contract, even where such assistance is required to be rendered for a reasonable period that may extend beyond the contract term/termination hereof.
- Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the BIDDER /BIDDER's Team or due to the fact that the survival of the BIDDER as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser through re- determination of the consideration payable to the BIDDER as agreed mutually by Purchaser and BIDDER or through a third party acceptable to both parties may pay the BIDDER for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the BIDDER up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the BIDDER as may be required to offset any losses caused to the Purchaser as a result of the Termination or due to any act/omissions of the BIDDER. In case of any loss or damage due to default on the part of the BIDDER in performing any of its obligations with regard to executing the scope of work under this Contract, the BIDDER shall compensate the Purchaser for any such loss, damages or other incurred by the Purchaser. Additionally, the BIDDER's manpower resources



and/or all third parties appointed by the BIDDER shall continue to perform all their obligations and responsibilities as stipulated under this Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the BIDDER's Bid, the eTender and this Contract, in an identical manner as were being performed before the collapse of the BIDDER as described above in order to execute an effective transition and to maintain business continuity.

- Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law.
- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

6.16 Dispute Resolution

- The office of the Purchaser and the BIDDER shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Purchaser and the BIDDER have been unable to resolve amicably a contract dispute, the matter will be referred to the Purchaser, and his decision will be final and binding on both the parties.
- If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.



- The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- The Arbitration proceedings shall be held in Mumbai, Maharashtra, India.
- The Arbitration proceeding shall be governed by the substantive laws of India.
- The proceedings of Arbitration shall be in English language.
- Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
- In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, Ministry of Law & Justice shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.
- If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.
- It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.



- Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

6.17 Notice and Timing

- As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits in accordance with such agreed timetable and shall not be required to give the BIDDER any further notice of carrying out such audits.
- The Purchaser or its nominated agencies may conduct non-timetabled audits at its own discretion if they reasonably believe that such non-timetabled audits are necessary as a result of an act of fraud by the BIDDER, a security violation, or breach of confidentiality obligations by the BIDDER, provided that the requirement for such an audit is notified in writing to the BIDDER a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail, the reasons for the requirement and the alleged facts on which the requirement is based. If the BIDDER considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure
- The frequency of audits shall be decided by the Purchaser
- In addition to the above, there will be audits conducted by statutory bodies (e.g. CAG) as and when they are required to do it. Notwithstanding any condition given in the contract, the BIDDER will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artefacts of the Project as required by them and approved by purchaser, in writing.
- The audit and access rights contained shall survive the termination or expiration of the Agreement.

6.18 Access

- The BIDDER shall provide Purchaser access to employees, suppliers and third party facilities, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and tions.



- Purchaser shall have the right to copy and retain copies of any relevant records. The BIDDER shall co- operate with Purchaser in effecting the audits and providing necessary information.

6.19 Inspection Rights

- Purchaser shall have the right to inspect offices, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
 - That the actual level of performance of the services is the same as specified in the SLA;
 - That the BIDDER has complied with the relevant technical standards, and has adequate internal controls in place; and
 - The compliance of the BIDDER with any other obligation under the contract and SLA.

6.20 Conditional offers by the Bidders

The bidder should abide by the terms and conditions specified in the eTender Document. If bidders submit conditional offers it shall be liable for outright rejection.

6.21 Address of Communication

Bids should be addressed to the Secretary/CEO, at below given address:

Secretary/CEO, MBOCWWB,
Kamgar Bhavan, E-Block, C-20,
Banda-Kurla Complex, Bandra (E),
Mumbai – 400 051



6.22 Costs & Currency

The bids must be made in Indian Rupees only. Taxes and levies as applicable at the time of submission of bids to be mentioned separately.

6.23 Performance Bank Guarantee

- The performance bank guarantee of 3% of contract cost from a Nationalised Bank and must be valid for the period duration and 180 days beyond the project period. The proceeds of the performance bank guarantee shall be payable to the Purchaser as compensation for any loss / penalties / liquidated damages resulting from the bidders failure to complete its obligations under the contract. The performance guarantee shall be discharged by the Purchaser to the bidder after 6 months post the completion of contract.
- The BIDDER shall have to furnish a renewed Performance Bank Guarantee for an appropriate extended period in case the Purchaser decides to extend the contract period post the completion of the project duration.
- At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, within 15 working days of receipt of the LOI, the successful Bidder shall submit performance bank guarantee.

6.24 Indemnity

Vendor shall indemnify, protect and save the Purchaser against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

6.25 Publicity

Any publicity by the bidder in which the name of the Purchaser is to be used should be done only with the explicit written permission of the Purchaser.



6.26 Right to Accept Any Bid and to Reject Any or All Bids

Purchaser, reserves the right to accept or reject any Bid, and to annul the eTendering process and reject all eTender at any time prior to award of control, without thereby incurring any liability to the affected BIDDER(s) or any obligation to inform the affected BIDDER(s) of the grounds for the Purchaser's action.

6.27 Risk Purchase Clause

In case the selected bidder fails to deliver the stores of any instalment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the MBOCWW board is entitled to cancel the contract and repurchase the stores not delivered at the risk and cost of the defaulting contractor. In the event of such a risk purchase, the defaulting contractor shall be liable for any loss which the MBOCWW board may sustain on that account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of default to deliver the stores by the stipulated delivery period, within six months from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract.

6.28 Fall Clause:

It is a condition of the contract that all through the currency thereof, the price at which you will the supply stores should not exceed the lowest price charged by you to any customer during the currency of the rate contract and that in the event of the prices going down below the rate contract prices you shall promptly furnish such information to us to enable to amend the contract rates for subsequent supplies.

6.29 Other Conditions

- Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.



- The Agreement shall be written in English only. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English only.
- Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in the eTender Document are fulfilled to the satisfaction of the Purchaser.
- The bidder shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser.
- Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.
- Payment shall be made in Indian Rupees only.
- The bidder's Team shall comply with the laws in force in India in the course of performing this Contract.
- The Successful Bidder should be comply with all applicable laws and rules of Government of India and/or Government of Maharashtra.
- The Secretary/CEO MBOCWW Board reserves the right to annul all/partial services during the contract period, without assigning any reason otherwise.

6.30 General

- Relationship between Parties:
- Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and bidder/bidder's Team or any relationship of Purchaser employee, principal and agent, or partnership, between the Purchaser and bidder.
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
- The Purchaser has no obligations to the bidder's Team except as agreed under the terms of this Contract.

6.31 Survival

The provisions of the clauses of this Contract in relation to documents, data, processes, property, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to pass the Purchaser notifies the BIDDER of its release from those obligations.



6.32 Entire Contract

The terms and conditions laid down in the eTender and all annexures, addendum thereto as also the Bid and any annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.

6.33 Governing Law

This Contract shall be governed in accordance with the laws of Union of India and State of Maharashtra.

6.34 Jurisdiction of Courts

The courts of India at Mumbai have exclusive jurisdiction to determine any proceeding in relation to this Contract.

6.35 Force Majeure

- Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the eTender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the BIDDER/ BIDDER's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to



provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

- In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
- The BIDDER shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force Majeure.
- For purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the BIDDER's fault or negligence and not foreseeable.
- Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lock-outs and freight embargoes.
- If a Force Majeure situation arises, the Vendor shall promptly notify the MBOCWVB in writing of such conditions and the cause thereof within twenty calendar days.
- Unless otherwise directed by the MBOCWVB in writing, the Vendor shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
- If the duration of delay continues beyond a period of three months, MBOCWVB and the BIDDER shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the MBOCWVB, shall be final and binding on the BIDDER.

6.36 Conditions precedent

- Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, the Purchaser may at any time at its sole discretion waive fully or partially any of the Conditions Precedents for the BIDDER:



- The following Conditions Precedent need to be fulfilled by the BIDDER on or before the execution of this Agreement:
 - Provide Performance Bank Guarantee specified in this eTender
 - Provide Purchaser true copies of its constitutional documents and Purchaser resolutions authorizing the execution, delivery and performance of this Agreement and the SLA with Board;

6.37 Non-Fulfilment of Conditions Precedent

- In the event that any of the Conditions Precedent relating to BIDDER has not been fulfilled, as per the Implementation Schedule and the same has not been waived by Purchaser fully or partially, this Agreement shall cease to have any effect as of that date.
- In the event that the Agreement fails to come into effect on account of nonfulfillment of the BIDDER's Conditions Precedent with regards to implementation schedule, Purchaser shall not be liable in any manner whatsoever to the BIDDER and Purchaser shall forthwith invoke the Performance Guarantee and forfeit the guaranteed amount.
- In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the BIDDER prior to the fulfilment in full of the Conditions Precedent, upon the termination of this Agreement such Project facilities and Project data shall immediately revert to purchaser free and clear from any encumbrances or claims.
- Instead of terminating this Agreement as stated above, the Parties may mutually agree in writing to extend the time for fulfilling the Conditions Precedent and the Term of this Agreement. It is further clarified that any such extension of time shall be subject to imposition of penalties on BIDDER linked to the delay in fulfilling the Conditions Precedent.



6.38 Annexure

Amendment to Agreement

The Parties acknowledge and agree that amendments to this Agreement shall be made through mutual agreement between the parties in writing in accordance with the procedure this Agreement is executed and signed.

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. .
. .
. .

IN WITNESS WHEREOF the Parties have by duly authorized representatives set the irrespective hands and seal on the date first above written in the presence of:

WITNESSES:

1. (Name, Designation, Organization, and Signature)
2. (Name, Designation, Organization, and Signature)

Purchaser

{BIDDER}

Signed
For and on behalf of the
Purchaser

Signed
For and on behalf of the
(Company name)

By: (Signature)

By: (Signature)

(Name and designation)

(Name and designation)

An authorized signatory duly nominated
Pursuant to purchaser Resolution No. XXX
dated XX/XX/XXXX of the [BIDDER]



SECTION – III

ANNEXURES TO

eTender



7 Annexure I: Format for Technical Bid

7.1 Form 1: Covering Letter for Technical Bid

< On company Letter head >

Date: dd/mm/yyyy

To,

Secretary/ CEO, MBOCWBB,

Kamgar Bhavan, E-Block, C-20,

Banda-Kurla Complex, Bandra (E),

Mumbai – 400 051

Reference: eTender for Selection of Agency for implementation of Cycle Distribution Scheme through Smart Cards Solutions <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir/ Madam,

We hereby offer to be the Agency for Selection of Agency for implementation of Cycle Distribution Scheme through Smart Cards Solutions in Maharashtra as specified in this eTender at the prices specified in the commercial bid.

In the event of acceptance of our bid, we do hereby undertake that:

- All the services/ deliverable shall be performed strictly in accordance with the eTender documents and we agree to all the terms and conditions in the eTender including all the corresponding addendums & corrigendum and any other work



as may subsequently be mutually agreed between us and the Purchaser or its appointed representatives

- We accept that there won't be any escalation/ increase in the final rate quoted by us in the commercial bid.
- We agree to abide by our offer for a period of 120 days from the last date of submission of commercial bid prescribed by the Purchaser and that we shall remain bound by a communication of acceptance within that time.
- We have carefully read and understood the terms and conditions of the eTender and the conditions of the contract applicable to the eTender. We do hereby undertake to provision as per these terms and conditions. The deviations from the requirement specifications of eTendered items and schedule of requirements are only those mentioned in our response. The deviations from the terms and conditions of the eTender are only those mentioned in our response
- We hereby certify that the BIDDER/Owner is a Director and the person signing the eTender is the constituted attorney.
- We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- Purchaser or its authorized representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by Purchaser to verify statements and information provided in this application or regarding our competence and standing.
- We declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this eTender.
- We declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this eTender, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
- We declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail. On



verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect, we hereby authorize MBOCWW Board to reject our application.

Signature of Authorised Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

Fax :

E-mail address :

**7.2 Form 2: Technical Bid checklist**

#	Particulars	Documents	Checklist (Yes/No)	Documentary Proof (Page No.)
1	Bid Covering Letter	Bid Covering Letter		
2	Scanned copy of EMD & Online payment of Tender Fee receipt.	Scanned copy of EMD & Online payment of Tender Fee receipt.		
3	<p>The Sole bidder or in case of consortium or joint venture, All members of the Consortium or joint venture shall be</p> <p>“A Company registered in India under the Companies Act 1956 or 2013 or The LLP Act 2008 since last 3 years.”</p> <p>OR</p> <p>“A partnership firm registered under Partnership Act, 1932 in India since last 3 years.”</p> <p>OR</p> <p>“A Sole Proprietorship with valid Certificate/License issued by Municipal authorities under Shop and Establishment Act in India since last 3 years.”</p> <p>OR</p> <p>“A Micro, Small & Medium Enterprises (MSEs) registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises, and vendors registered with</p>	<ul style="list-style-type: none"> ▪ Certificate of Incorporation or Registration ▪ Copy of the list of properly constituted management or governing body of the Organization ▪ Memorandum of Association ▪ A partnership deed duly registered under the Partnership Act ▪ Copy of valid Certificate or License issued by Municipal authorities under Shop and Establishment Act in India ▪ or MSME/NSIC/SSI/DIC equivalent certificates, List of machinery, production capacity and other related documents of the manufacturer ▪ In case of Consortium/Joint Venture, copy of the Joint Consortium Agreement, clearly specifying the roles and responsibilities and stake percentage of each of the members in the consortium, should be provided. <p>Information to be</p>	Form 3: General Profile of the bidder	



#	Particulars	Documents	Checklist (Yes/No)	Documentary Proof (Page No.)
	NSIC under a single point vendor registration scheme in India since last 3 years."	provided as per as per format at Annexure form 3, of this RFP.		
4	The Sole bidder or in case of consortium or Joint Venture, all members of the Consortium or Joint Venture must have in their name, a PAN with Income Tax authority in India.	<ul style="list-style-type: none"> Copy of the PAN Card signed by the Authorized Signatory of the Lead Bidder 	Form 3: General Profile of the bidder	
5	<p>The Sole bidder or in case of consortium or Joint Venture, any members of the Consortium or Joint Venture should be manufacturer of cycle or manufacturer's authorised dealer or distributor or retailer or representative for supply of cycle.</p> <p>The Original Equipment Manufacturer (OEM) himself can submit the bid as bidder. However, if the bidder or Lead Bidder is an authorized dealer or distributor or retailer or representative of OEM for providing the cycle, Manufacturer Authorization Form (MAF) shall be submitted along with bid.</p>	Manufacturers Authorization letter in favor of the bidder from the manufacturers of the items.	Form 7: Manufacturer's Authorization Form of e-tender.	
6	The Sole bidder or in case of consortium or joint venture, any member of the consortium or joint venture must have minimum average annual turnover of INR Rs. 8 Cr in last three financial years (FY 2015-2016, 2016-2017, 2017-	Audited Balance sheet and Profit & Loss account statement of the Bidder (Lead Member and/or other Members in case of Consortium) for each of the last 3 audited financial years (FY 2015-2016, 2016-2017, 2017-2018)	Form 8: Financial Capability of bidder	



#	Particulars	Documents	Checklist (Yes/No)	Documentary Proof (Page No.)
	2018) as on last date of submission. In case of Consortium or joint venture, the Lead Bidder shall have average annual turnover of minimum INR 8 crore for last three financial years and consortium or joint venture member shall have average annual turnover of minimum INR 2 crore for last three financial years (FY 2015-2016, 2016-2017, 2017-2018)	Certificate duly signed by Statutory Auditor of the Bidder or Certified Chartered Accountant for average annual Turnover for last 3 financial years (FY 2015-2016, 2016-2017, 2017-2018).		
7	The Original equipment manufacturer should have an average annual turnover of minimum INR 50 Crores for last three financial years.	Copy of the audited Profit & Loss Statement of the company duly certified by statutory auditor/chartered accountant. If Bidder is Authorised Representative then bidder shall submit its own turnover documents along with the turnover documents of the manufacturer	Form 8: Financial Capability of bidder	
8	The Sole bidder or in case of consortium or joint venture, any member of the consortium must have positive net worth in last 1 years (FY 17-18) as on the last date of bid submission	Certificate duly signed by Statutory Auditor of the Bidder or Certified Chartered Accountant for positive net worth in last 1 year (FY 2017-2018)	Form 8: Financial Capability of bidder	
9	The Sole bidder or in case of consortium or Joint Venture, any members of the Consortium or Joint Venture should have experience of at least 1 project for financial	Work order or Contract documents or Completion Certificates from the client; The supporting documents shall	Form 5: Project details of the bidder	



#	Particulars	Documents	Checklist (Yes/No)	Documentary Proof (Page No.)
	<p>disbursement transactions through Smart Cards based Solutions of value not less than INR 21 Crores OR not less than 2,80,000 Transaction in Government (State or Central) or Semi Government or Corporation or PSU or ULB or Banks or Reputed Commercial Organizations in India in the last 7 financial years as on bid submission date</p> <p>OR</p> <p>The Sole bidder or in case of consortium or Joint Venture, any members of the Consortium or Joint Venture should have experience of at least 2 projects for financial disbursement transactions through Smart Cards based Solutions of value each not less than INR 14 Crores OR not less than 1,75,000 Transaction in Government (State or Central) or Semi Government or Corporation or PSU or ULB or Banks or Reputed Commercial Organizations in India in the last 7 financial years as on bid submission date</p> <p>OR</p> <p>The Sole bidder or in case of consortium or Joint Venture, any members of the Consortium or Joint Venture should have experience of at least 3 projects for financial</p>	<p>mandatorily mention the value of project and duration of the contract.</p>		



#	Particulars	Documents	Checklist (Yes/No)	Documentary Proof (Page No.)
	disbursement transactions through Smart Cards based Solutions of value each not less than INR 10 Crores OR not less than 1,40,000 Transaction in Government (State or Central) or Semi Government or Corporation or PSU or ULB or Banks or Reputed Commercial Organizations in India in the last 7 financial years as on bid submission date			
10	The Sole bidder or in case of consortium or Joint Venture, any members of the Consortium or Joint Venture should be manufacturer of cycle or manufacturer's authorised dealer or distributor or retailer or representative for supply of cycle having presence in all districts of Maharashtra.	A self-certified letter signed by the Authorized Signatory of the Bidder stating the details of the Authorized authorised dealer or distributor or retailer or representative address and contact details as per Form 16: List of Authorized Cycle Dealers or Retailers	Form 16: List of Authorized Cycle Dealers / Retailers	
11	The Sole bidder or in case of consortium or joint venture, all members of the consortium or joint venture must have valid ISO 9001 certificate as on bid submission date.	Copy of valid certificates signed and stamped by the Authorized Signatory of the Bidder.	Form 6: Certifications as per the Technical Qualification criteria	
12	The Sole bidder or in case of consortium or Joint Venture, any members of the Consortium or Joint Venture should not be debarred/ blacklisted / banned/ not being under declaration of ineligibility for corrupt or fraudulent practices by any	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure	Form 10: Declaration for not being under an ineligibility for corrupt or fraudulent	



#	Particulars	Documents	Checklist (Yes/No)	Documentary Proof (Page No.)
	Government / PSU in India as on date of submission of the Bid.		t practices or blackliste d	
13	The Sole bidder or in case of consortium or Joint Venture, any members of the Consortium or Joint Venture should have a registered/ corporate office/ Service Office / Sales Office in Maharashtra.	Valid documentary proof of office / service centre address located in Maharashtra.	----	
14	The Sole bidder or in case of consortium or joint venture, all members of the consortium or joint venture must have GST registration certificate as on last date of submission.	Copy of GST registration certificate	----	
15	Power of Attorney to be on non-judicial stamp paper of appropriate value as per Stamp Act, relevant to place of execution	<p>All the signatories of the Consortium Agreement shall be authorized by a Power of Attorney signed by the respective Managing Director or Board resolution and authorization letters of Board of Directors of the Companies.</p> <p>Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the appointment date, if any</p>	----	



Note: Bidder should carefully read through the entire eTender document & attach all documents original/ copies as specified in the eTender Document

Signature of Authorised Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

Fax :

E-mail address :



7.3 Form 3: Compliance checklist

(Bidder shall fill in the compliance sheet for each model proposed by the bidder).

7.3.1 Gents Cycle

Sr. No.	Item Description	Model Name	Material Supplier (Name of Manufacturer)	Compliance (Yes/No)
1	Gents Cycle 22", 24" and 26"			

Compliance Sheet (Model Name)			
#	Item	Specification	Compliance (Yes/No)
1.	IS Specification	IS 10613 : 2004	
2.	Brake System	IS 10613 : 2004 Hand Operated Lever Brake	
3.	Steering Head Assembly	IS: 2973-1983/10613-2004	
4.	Frame Bar – Gents	IS Mark 623 : 2008 (Shall be of strait type)	
5.	Fork	IS Mark No. 2061:1995	
6.	Hub Assembly	IS: 629-1988	
7.	Steel tubes for frame and fork	IS: 2039 Part-I to III-2002	
8.	Mudguard	IS Mark No. 6218: 2008 (The Mudguards Shall be not less than 50 mm wide and not less than 18 mm deep and shall be made from steel strip not less than 0.45 mm thick.)	
9.	Dimension of Seat Tube (a) Outer Diameter of Seat Tube	IS 3404 : 1966 28.60 mm 1.63 mm	



Compliance Sheet (Model Name)			
#	Item	Specification	Compliance (Yes/No)
	(b) Thickness of Seat Tube		
10.	Saddle	IS: 10613-2004 (PVC Saddle)	
11.	Chain Guard	Minimum Thickness of 0.5 mm (Cycle shall be equipped with a protective chain guard (Chain Cover) on the front side of the chain wheel, i.e. Half Gear Cover (HGC), shielding the upper junction of chain and chain wheel)	
12.	Chain	IS Mark 2403:1991 (The chain shall have a minimum-breaking load of 8010 N)	
13.	Tyre	Shall conform to IS: 244-2005 and it should be ISI marked	
14.	Tube	As per Rim Size Bearing IS Mark 2415:2004	
15.	Rim	Shall conform to IS: 624-2003. The rims shall be Bended Edge Type.	
16.	Wheel Size	22", 24" & 26" with adjustable seat upto 1.5"	
17.	Pedal Assembly	Pedal Assembly as per IS 10613: 2004	
18.	Rim Tape	IS: 960/2005 Rim Tape between Rim and Tube	
19.	Air Filling of Tubes	Air Filled with Standard Pressure	
20.	Chain Wheel	As per IS 1281:1996	
21.	Free Wheel	As per IS 1283:1995	
22.	Cranks	As per IS 1281:1996	
23.	Handle Bar	As per IS 625:2006	



Compliance Sheet (Model Name)			
#	Item	Specification	Compliance (Yes/No)
		The ends of the Handlebar shall be fitted with suitable handgrips on each end that will withstand a removal force of 70N.	
24.	Seat Pillar	As per IS 626:2009	
25.	Spokes	As per IS 630:2006	
26.	Reflectors	As per IS: 10613: 2004, ISO 6742-2-2015 with up to date amendments	
27.	Weight	Min. weight of the Cycle shall be 20 - 24kg	

7.3.2 Ladies Cycle

#	Item Description	Model name	Material Supplier (Name of Manufacturer)	Compliance (Yes/No)
1	Ladies Cycle 20", 22" and 24"			

Compliance Sheet (Model Name)			
#	Item	Specification	Compliance (Yes/No)
1.	IS Specification	IS 10613 : 2004	
2.	Brake System	IS 10613 : 2004 (Hand Operated Lever Brake)	
3.	Steering Head Assembly	IS: 2973-1983/10613-2004	
4.	Frame Bar	IS Mark 623 : 2008 (shall be of Curved Bar type)	
5.	Fork	IS Mark No. 2061:1995	
6.	Hub Assembly	IS: 629-1988	
7.	Steel tubes for frame and fork	IS: 2039 Part-I to III-2002	
8.	Mudguard	IS Mark No. 6218: 2008	



Compliance Sheet (Model Name)			
#	Item	Specification	Compliance (Yes/No)
		(The Mudguards Shall be not less than 50 mm wide and not less than 18 mm deep and shall be made from steel strip not less than 0.45 mm thick.)	
9.	Dimension of Seat Tube (a) Outer Diameter of Seat Tube (b) Thickness of Seat Tube	IS 3404 : 1966 28.60 mm 1.63 mm	
10.	Saddle	IS: 10613-2004 (PVC Saddle)	
11.	Chain Guard	Minimum Thickness of 0.5 mm (Cycle shall be equipped with a protective chain guard (Chain Cover) on the front side of the chain wheel, i.e. Half Gear Cover (HGC), shielding the upper junction of chain and chain wheel)	
12.	Chain	IS Mark 2403:1991 (The chain shall have a minimum-breaking load of 8010 N)	
13.	Tyre	Shall conform to IS: 244-2005 and it should be ISI marked	
14.	Tube	As per Rim Size Bearing IS Mark 2415:2004	
15.	Rim	Shall conform to IS: 624-2003. The rims shall be Bended Edge Type.	
16.	Thickness of Rim	As per IS 624: 2003	
17.	Wheel Size	20", 22" & 24"	
18.	Pedal Assembly	Pedal Assembly as per IS 10613: 2004	
19.	Rim Tape	IS: 960/2005	



Compliance Sheet (Model Name)			
#	Item	Specification	Compliance (Yes/No)
		Rim Tape between Rim and Tube	
20.	Air Filling of Tubes	Air Filled with Standard Pressure	
21.	Chain Wheel	As per IS 1281:1996	
22.	Free Wheel	As per IS 1283:1995	
23.	Cranks	As per IS 1281:1996	
24.	Handle Bar	As per IS 625:2006 The ends of the Handlebar shall be fitted with suitable handgrips on each end that will withstand a removal force of 70N.	
25.	Seat Pillar	As per IS 626:2009	
26.	Spokes	As per IS 630:2006	
27.	Reflectors	As per IS: 10613: 2004, ISO 6742-2-2015 with up to date amendments	
28.	Weight	Min. weight of the Cycle shall be 18 - 22 kg.	

7.3.3 Accessories

Compliance Sheet			
#	Item	Specification	Compliance (Yes/No)
1.	Seat Cover	"MEMORY FOAM" saddle cover for recreational cycling.	
2.	Carrier	Volume: Can hold up to 10 kg. Easy Assembly / Dismantling: Screw hardware for attachment. Adjustable length and height. Compatibility: All 20" to 26" cycle with frames equipped with inserts.	
3.	Stand	Metallic Full Stand – Cycle Stand (Metallic Coated with Lock Assembly) Compatible with all types of Cycle	
4.	Lock	Long Lasting Cable:	



Compliance Sheet			
#	Item	Specification	Compliance (Yes/No)
		3 feet/ 1m long with flexibility, made of heavy duty and braided steel with protective PVC coating, strong cut resistance and scratch proof to secure the bikes Free Lock Holder: a plastic lock holder to universally mount on the seatpost of any bike makes this lock easy to transportation, and the self-coiling cable is convenient for storage	
5.	Mud Flap	Plain rubber mud flap compatible for all cycles.	
6.	Bell	Chrome plated Bell shall be fixed to the Handlebar Assembly of the Cycle	

7.3.4 Cycle Card

Compliance Sheet			
#	Item	Specification	Compliance (Yes/No)
1.	Card Type	Base master EMV card (White core PVC)	
2.	Size	Size: CR 80 (86mm X 54mm X 0.80mm)	
3.	Colour	Colour: <ul style="list-style-type: none"> ➤ Front: 4 colour + 2 Master Logo + Invisible (No Special/Metallic Colour) ➤ Back: 4 colour (No Special/Metallic Colour) 	
4.	Finishing	Finishing: <ul style="list-style-type: none"> ➤ Laminated card with 16K DDA Palladium Chip Milling ➤ Black Hi Co Magnetic Stripe ➤ Master Hologram & white Signature Panel ➤ Glitter Finish 	



Note: Bidder should carefully read through the entire eTender document & attach all documents original/ copies as specified in the eTender Document and Bidder should submit compliance checklist for all models.

Signature of Authorised Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

Fax :

E-mail address :



7.4 Form 4: General Profile of the bidder

The bidder should provide details of the projects executed in following format:

#	Particulars	Lead Bidder	Consortium or Joint Venture (If Any)
1	Name of the Organization		
2	Type of Organization		
3	Country of Registered Office		
4	Name of Directors/Partners		
5	Address of Registered Office with Telephone Nos., Fax, E-mail and website		
6	Address of Office in Maharashtra (Mumbai) with Telephone Nos., Mobile no., Fax, E-mail and website		
7	Details of Directors (Name of Directors, DIN Number etc.)		
8	Name, Designation and Address of the contact person to whom all refs shall be made regarding this RFP		
9	Company Registration Number and Year of Registration		
10	Web Site Address		
11	Status of Company (Public /Pvt. Ltd., etc.)		
12	Date of Incorporation (with documentary evidence for Certificate of Incorporation)		
13	GST Registration Number (with documentary evidence)		
14	PAN Number (with documentary evidence)		
15	No. of years of Operation in India		

Documents Attached:



Sr.	Document	Attached (Yes/No)	Page No.
1	Certificate of Incorporation/ Registration		
2	Copy of the list of properly constituted management/ governing body of the Organization		
3	Memorandum of Association		
4	A partnership deed duly registered under the Partnership Act		
5	Copy of valid Certificate/License issued by Municipal authorities under Shop and Establishment Act in India		
6	MSME/NSIC/SSI/DIC or equivalent certificates, List of machinery, production capacity and other related documents of the manufacturer		
7	In case of Consortium/Joint Venture, copy of the Joint Consortium Agreement, clearly specifying the roles and responsibilities and stake percentage of each of the members in the consortium, should be provided.		
8	Copy of the PAN Card signed by the Authorized Signatory of the Lead Bidder		
9	Copy of the GST Certificate signed by the Authorized Signatory of the Lead Bidder		

Signature of Authorised Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

Fax :

E-mail address :



7.5 Form 5: Project Details

The bidder should provide details of the projects executed in following format:

Project Title: (Attach separate sheet for each Project)			
Name of Client		Address	
Type of Client		Order Value of the Project	
		Order date	
Description of the financials transactions		Start Date (month/year):	
		End Date (month/year):	
No. of Transactions			
Transaction Value			
Referrals (Client side): Provide one referral only.	Name		
	Designation		
	Role in the Project:		
	Contact Number		
	Email Id		
Brief Description of Project:			

Note: Please also upload the Work-orders/ Completion Certificates / Client's Testimonial/ agreement given by concerned organizations.

Documents Attached:



Sr.	Document	Attached (Yes/No)	Page No.
1	Work order or Contract documents or Completion Certificates from the client;		

Signature of Authorised Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

Fax :

E-mail address :



7.6 Form 6: Certifications as per the Technical Qualification criteria

The bidder should provide details of the certifications in following format:

#	Name of the certificate	Certified by	Date of getting certification	Certificate Valid up to date

Note: Please upload the copies of the certificates

Documents Attached:

Sr.	Document	Attached (Yes/No)	Page No.
1	Copy of valid certificates signed and stamped by the Authorized Signatory of the Bidder.		

Signature of Authorised Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

Fax :

E-mail address :



7.7 Form 7: Manufactures Authorisation Form

No. _____ dated _____

To,
Secretary/ CEO, MBOCWBB,
Kamgar Bhavan, E-Block, C-20,
Banda-Kurla Complex, Bandra (E),
Mumbai – 400 051

Dear Sir,

eTender Reference No. _____

We _____ are established and reputable manufactures of _____ having factories at _____ and _____ do hereby authorize. M/s _____ (Name and address of Agent/Dealer) to offer their bid, negotiate and conclude the contract with you against the above invitation for eTender offer.

We hereby extend our full guarantee and warranty as per terms and conditions for the equipment and services offered against this invitation for eTender offer by the above firm.

In case of M/s _____ is out of service due to any reason, M/s _____ will make alternative arrangement for the service and maintenance of our product on same terms and condition.

Yours faithfully, (Name)
For and on behalf of

M/s _____
(Name of manufactures)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a competent person of the manufacturer.



7.8 Form 8: Financial Capability of Bidder

<On the letterhead of the Chartered Accountant >

<To be submitted along with Audited Financial Statements to demonstrate that they meet the requirements>

Date: dd/mm/yyyy

To,

Secretary/ CEO, MBOCWWB,

Kamgar Bhavan, E-Block, C-20,

Banda-Kurla Complex, Bandra (E),

Mumbai – 400 051

Reference: eTender for Selection of Agency for implementation of Cycle Distribution Scheme through Smart Cards Solutions in Maharashtra <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir/ Madam,

We have examined the books of accounts and other relevant records of <<Bidder>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover, Profit before Tax and Profit after tax for the three years i.e. from FY 2015-16 to FY 2017-18 was as per details given below:

For Bidder:

Information from Balance Sheets (in Indian Rupees)			
Section No.	2015-2016	2016-2017	2017-2018
Annual Turnover			
Profit Before Tax			
Profit After Tax			
Average Annual Turnover of Bidder			



Information from Balance Sheets (in Indian Rupees)

Section No.	2015-2016	2016-2017	2017-2018
Net worth (for year 2017-18)			

Documents Attached:

Sr.	Document	Attached (Yes/No)	Page No.
1	Audited Balance sheet and Profit & Loss account statement of the Bidder (Lead Member and/or other Members in case of Consortium) for each of the last 3 audited financial years (FY 2015-2016, 2016-2017, 2017-2018).		

For OEM:

Information from Balance Sheets (in Indian Rupees)

Section No.	2015-2016	2016-2017	2017-2018
Annual Turnover			
Profit Before Tax			
Profit After Tax			
Average Annual Turnover of OEM			
Net worth (for year 2017-18)			

Documents Attached:

Sr.	Document	Attached (Yes/No)	Page No.
2	Audited Balance sheet and Profit & Loss account statement of the Manufacturer for each of the last 3 audited financial years (FY 2015-2016, 2016-2017, 2017-2018).		

(Signature of the Chartered Accountant)



Name :

Designation :

Membership Number :

Date :

Company Seal :

Business Address :



7.9 Form 9: Name and Details of the person to whom all references shall be made regarding the eTender

Name	
Designation	
Address	
Mobile No	
Telephone	
Fax	
E-mail address	

Signature of Authorised Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

Fax :

E-mail address :



7.10 Form 10: Declaration/Affidavit for not being under an ineligibility for corrupt or fraudulent practices or blacklisted

(Bidder shall submit the Declaration/Affidavit on duly notarized Stamp paper of Rs.100)

Date: dd/mm/yyyy

To,
Secretary/ CEO, MBOCWWB,
Kamgar Bhavan, E-Block, C-20,
Banda-Kurla Complex, Bandra (E),
Mumbai – 400 051

Reference: Selection of Agency for implementation of Cycle Distribution Scheme through Smart Cards Solutions in Maharashtra <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Subject: Declaration/Affidavit for not being under an ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government or Public Sector Units in India

Sir/ Madam,

We, the undersigned, hereby declare that We are not under a declaration of ineligibility / banned / blacklisted by any State or Central Government / any other Government institutions in India for any reason as on last date of submission of the Bid or convicted of economic offence in India for any reason as on last date of submission of the Bid.



We hereby also declare that

1. We are not convicted for any of the following offenses under the Prevention of Corruption Act, 1988; Or
2. We have not been convicted under any Indian Penal Code or any law in force, for creating public injury to person or property or risk to public health as a part of execution of public procurement contract ;
3. We have not been blacklisted/banned/debarred by any Government (State/Central) / Semi Government/ Corporation / PSU in India in last 3 years;
4. We have not violated the code of integrity in last 2 years;
5. Our Security Deposit or EMD or performance security deposit or any other deposit was not withheld (fully or partly) by the purchaser during any procurement process or contract execution undertaken by purchaser in last 2 years;
6. We have not withdrawn our bids post submission of the same. (maximum incidents are limited to 3)
7. If Owner / Partner / Director / Trustee of the organization is Owner / Partner / Director / Trustee of any other organization
 - a. We hereby declare that Our Owner / Partner / Director / Trustee are not Owner / Partner / Director / Trustee of any other organization which is presently blacklisted / Banned / Suspended by the Government / Semi-Government / PSUs, and any other organization to which the provisions of GoM GR dated 01.12.2016 are applicable.
8. We declare that we comply with all clauses mentioned under section 5.8.5 of GoM GR dated 01.12.2016.

We accept that in case of any irregularity, lapses, non-compliances, MBOCWW Boards decision shall be final and binding on us.

Thanking you,

Yours faithfully



Signature of Authorised Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

Fax :

E-mail address :



7.11 Form 11: Format for Performance Bank Guarantee

(To be executed on non-Judicial stamped paper of an appropriate value)

Date

Bank Guarantee No:

Amount of Guarantee.....

Guarantee Period: From to

Guarantee Expiry Date:

Last date of Lodgement.....

WHEREAS The Board <Name> having its office at <Address> (hereinafter referred to as **"The Purchaser"** which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on (Please insert date of acceptance of the letter of acceptance (LoA) (**"Contract"**) with (insert name of the Successful Bidder)(hereinafter referred to as the **"Contractor"** which expression shall unless repugnant to the context include its legal representatives, succession shall permitted assigns) for the performance, execution and providing of services (**"Service"**) shall have the meaning ascribed to it in the Contract) based on the terms & conditions set out in the eTender Documents number (insert reference number of the eTender Documents) dated (insert date of issue of eTender Documents) And various other documents forming part thereof,

AND WHEREAS one of the conditions of the Contract is that the contractor shall furnish to the Purchaser a Bank Guarantee from a Nationalized/scheduled bank in India for an amount equal to 3% (Three percent) of the contract amount guaranteed under this bank guarantee shall hereinafter be referred to as the **"Guaranteed Amount"**) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof



AND WHEREAS the Contractor has approached (insert the name of the Nationalized/Scheduled bank) (hereinafter referred to as the “**Bank**”) having its registered office at (insert the address) and at the request of the Contractor and in consideration of the promises made by the contractor, the Bank has agreed to give such guarantee as hereunder:

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the **Purchaser** stating that the mount claimed is due to the **Purchaser** under the Contract. Any such demand made on the Bank by the **Purchaser** shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the **Purchaser** in such Demand. The Purchaser shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the **Purchaser** by the Bank under this bank guarantee shall not exceed the guaranteed Amount. In each case of demand, resulting to change of PBG values, the **Purchaser** shall surrender the current PGB to the bank for amendment in price.

(ii) However, the Bank’s liability under this bank guarantee shall be restricted to an amount not exceeding (figure of Guaranteed Amount to be inserted here) only)

(iii) The **Purchaser** will have the full liberty without referenced to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Purchaser under the Contract and to enforce to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

(iv) The rights of the **Purchaser** to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any disputes have been raised by the Contractor and / or that any dispute(s) are



pending before any office, tribunal or court in respect of such guaranteed Amount and / or the Contract.

(v) The guaranteed herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the **Purchaser** in respect of such liability or liabilities is affected.

(vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Mumbai for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

(vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

(viii) **NOT WITHSTANDING** anything stated above, the liability of the Bank under this bank guarantee is restricted to the guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.

(ix) Unless a Demand under this bank guarantee is filed against the Bank within 180 days from the date of expiry of this bank guarantee all the rights of the **Purchaser** under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

(x) However, in the opinion of the **Purchaser**, if the contractor's obligation against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.

(xi) We have the power to issue this bank guarantee in your favour under Memorandum and article of Association and the Undersigned has full power to do so under the Power of Attorney dated (date of power of attorney to be inserted) granted to him by the Bank.



Date:

Bank:

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the
Bank



7.12 Form 12: Undertaking of “No Conflict of interest”

<< On company Letter head >

Date: dd/mm/yyyy

To,

Secretary/ CEO, MBOCWWB,

Kamgar Bhavan, E-Block, C-20,

Banda-Kurla Complex, Bandra (E),

Mumbai – 400 051

Reference: eTender for Selection of Agency for implementation of Cycle Distribution Scheme through Smart Cards Solutions in Maharashtra <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir/ Madam,

We hereby offer to be the Agency for implementation of Cycle Distribution Scheme through Smart Cards Solutions in Maharashtra as specified in this eTender at the prices specified in the commercial bid.

We, the undersigned, do hereby confirm that we are not involved in any conflict of interest situation with one or more parties in this bidding process, including but not limited to:

- a) receive or have received any direct or indirect subsidy from any of them; or
- b) have common controlling shareholders; or
- c) have the same legal representative for purposes of this Bid; or
- d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
- e) influence the decisions of MBOCWW board regarding this bidding process;



We, the undersigned, do hereby confirm that we have not participated in more than one bid in this bidding process and if we participate in more than one bid, then it shall result in the disqualification of all bids in which we are involved.

Sincerely,

Signature of Authorised Signatory (with official seal) & Date

Name :
Designation :
Address :
Telephone :
Fax :
E-mail address :



7.13 Form 13: Format for Bank Guarantee for Earnest Money Deposit (EMD)"

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<Name of the bidder>> (hereinafter called "Service Provider") has submitted the bid for Submission of Tender <<Tender Ref No>> dated <<Publish date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<Purchaser>>.

Know all Men by these presents that we <<.....>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the << Purchaser >> (hereinafter called "the Purchaser") in the sum of Rs. 30,00,000 (Rupees Thirty Lakhs Only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a) Withdraws his participation from the bid during the period of validity of bid document; or
 - b) Fails or refuses to participate in the subsequent Tender process after having been short listed;



- c) Fails to submit the EMD Bank Guarantee as specified in the terms and conditions of the tender;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to 120 days from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease..



7.14 Form 14: Payment Receipt of Disbursements of Cycle scheme

Payment Receipt for Disbursement of Cycle scheme

<Logo of agency>

Name of the Cycle Dealer / Retailer

Name of Worker: _____

Date: _____ Time: _____

Registration no.: _____

Place: _____

Please paste 5" x 4" Photo showing the beneficiary receiving Cycle

I, _____, hereby confirm that I am a registered worker of MBOCWW Board. I have visited (Cycle Dealer / Retailer name) at (Address of Cycle Dealer / Retailer). I have paid Rs. 500/- as share for cycle and received cycle as per above photo.

Left thumb
impression

Right thumb
impression

Signature

Certification by the Cycle Dealer / Retailer

We, hereby certify that _____ has received (Model name) cycle of Rs _____/- and paid Rs 500/- as his/her share as per above photo.

Place of Cycle Dealer / Retailer: _____

Name of Cycle Dealer / Retailer shop: _____

Stamp of Cycle Dealer /
Retailer and Signature



7.15 Form 15: Name and Details of Manufacturers & GeM Registration for Cycle

(Bidder shall submit the Undertaking on duly notarized Stamp paper of Rs.100/-)

The bidder should provide details of the cycles (at least 1 for each size) proposed in following format:

7.15.1 Gents Cycle (22", 24" & 26")

#	Manufacturer	Make/Model	Size	Product ID mentioned on GeM Portal
1			22"	
2			22"	
3			22"	

#	Manufacturer	Make/Model	Size	Product ID mentioned on GeM Portal
1			24"	
2			24"	
3			24"	

#	Manufacturer	Make/Model	Size	Product ID mentioned on GeM Portal
1			26"	
2			26"	
3			26"	

7.15.2 Ladies Cycle (20", 22", 24")

#	Manufacturer	Make/Model	Size	Product ID mentioned on GeM Portal
1			20"	
2			20"	
3			20"	



#	Manufacturer	Make/Model	Size	Product ID mentioned on GeM Portal
1			22"	
2			22"	
3			22"	

#	Manufacturer	Make/Model	Size	Product ID mentioned on GeM Portal
1			24"	
2			24"	
3			24"	

We hereby confirm that the Cycle Model proposed by bidder for ladies and gents under this eTender is registered on Government eMarketplace (GeM) Portal (<https://gem.gov.in/>).

We also confirm that the rates quoted by us for each cycle model proposed by the bidder under this eTender are not more than the rates published on GeM Portal on the date of submission of the bid.

We accept that MBOCWW board shall compare the quotes received for the same size cycle model of manufacturer and brands quoted by all qualified bidders and approve the lowest rates quoted for the same cycle model. The rates approved by MBOCWW Board shall be binding to us.

Signature of Authorised Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :



Fax :

E-mail address :



7.16 Form 16: List of Authorized Cycle Dealers / Retailers

<<On the letterhead of the Bidding Organization>>

The bidder should provide details in following format:

Sr.	Name	Type(Dealer/Retailer/ Wholesalers/etc.)	Address	Contact Details

Signature of Authorised Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

Fax :

E-mail address :



7.17 Form 17: Report for Disbursement of Cycle scheme

Bidder shall submit MIS report in following format

Report for Disbursement of Cycle scheme									
#	District	Name of the Distributor/ Retailer	Beneficiary Name	BOCW Registration No.	Cycle Delivery Date	Cycle Manufacturer	Model	Gents/ Ladies	Total Cycle Cost including Accessories
1									
2									
3									
4									
5									
.									
.									
.									
N									

Signature of Authorised Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

Fax :

E-mail address :



8 Annexure II: Format for Commercial Bid

8.1 Commercial Bid Letter

To,

Secretary/CEO MBOCWWB,

Kamgar Bhavan, E-Block, C-20,

Banda-Kurla Complex, Bandra (E),

Mumbai – 400 051

Sir/ Madam,

Subject: Commercial Bid for <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Reference: eTender for Selection of Agency for implementation of Cycle Distribution Scheme through Smart Cards Solutions in Maharashtra <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidder, having read and examined in detail all the eTender documents in respect of Selection of Agency for implementation of Cycle Distribution Scheme through Smart Cards Solutions in Maharashtra as specified in the eTender documents number <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We affirm that the entire contract period of the project is 1 year. We accept that there won't be any escalation/ increase in the final rate quoted by us in the commercial bid

PRICE AND VALIDITY



All the prices mentioned in our eTender are in accordance with the terms as specified in the eTender documents. All prices and other terms and conditions of this eTender are valid for a period of 120 calendar days from the date of opening of the commercial eTenders. We hereby confirm that our eTender prices include all taxes. However, all the applicable taxes are quoted separately under relevant sections.

We hereby undertake to be the agency for the additional required quantities of the Cycle, if any as and when directed by MBOCWW board as per the above mentioned time schedule and shall supply, deliver, distribute and disburse the payments at the rates quoted under this eTender within a period of 1 year from the date of issue of work order. The MBOCWW board reserves right for further extension of the contract period based on the satisfactory performance of the selected bidder.

We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

EARNEST MONEY DEPOSIT (EMD)

We have included the scanned copy of the physical instrument of the EMD along with the Technical Bid bearing value Rs. 30,00,000 (Rupees Thirty Lakhs Only). This EMD is liable to be forfeited in accordance with the provisions of the terms and conditions of this eTender

RICING



We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in eTender documents.

QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our eTender, we agree to furnish the same in time to your satisfaction.

BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Schedule of Requirements and eTender documents. These prices are indicated in Format attached with our eTender as part of the eTender.

Contract Security Bond

We hereby declare that in case the contract is awarded to us, we shall submit the contract security bond in the format specified by the Purchaser.

CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the format specified by the Purchaser. We hereby declare that our eTender is made in good faith, without collusion or fraud and the information contained in the eTender is true and correct to the best of our knowledge and belief. We understand that our eTender is binding on us and that you are not bound



to accept an eTender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully, (Signature of the
Bidder) Printed Name

Designation

Seal.

Date:

Place:

Business Address:



8.2 Commercial Bid formats

< On company Letter head >

Bidder should provide all prices as per the prescribed format under this Annexure. Bidder should not leave any field blank.

The Purchaser reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated. The Bidder needs to carefully read the 'Payment Terms', 'Service Level Agreement' & 'Commercial Bid Evaluation' mentioned in this eTender document.

8.2.1 Accessories Kit Charges

#	Cost Components	Quantity	Unit of Measure	Unit Rate (Rs.)	GST (%)	GST (Rs.)	Total (Rs)
A	B	C	D	E	F	G = E X F	H=E+G
1.	Seat Cover	1	Nos				
2.	Carrier	1	Nos				
3.	Stand	1	Nos				
4.	Lock	1	Nos				
5.	Mud Flap	1	Nos				
6.	Bell	1	Nos				
Per Unit Cost for Accessories Kit in Numbers							
Per Unit Cost for Accessories Kit In Words:							

Note

- * Accessories Kit shall be customized as per the requirements of MBOCWW Board.
- * The Logo of MBOCWW Board shall be fixed on the Carrier or handle bar as per the requirement and approval of MBOCWW Board.



8.2.2 SUMMARY OF COMMERCIAL BID

#	Cost Components	Indicative Quantity	Unit of Measure	Unit Rate (Rs.)	GST (%)	GST (Rs.)	Unit Cost including GST (Rs)	Total Cost Including GST (Rs)
A	B	C	D	E	F	G = E X F	H=(E+G)	I= H*C
1	Gents Cycle for 22" (For All Models mentioned under Form 15)	65,000	Nos					
2	Gents Cycle for 24" (For All Models mentioned under Form 15)	1,50,000	Nos					
3	Gents Cycle for 26" (For All Models mentioned under Form 15)	65,000	Nos					
4	Ladies Cycle for 20" (For All Models mentioned under Form 15)	37,500	Nos					
5	Ladies Cycle for 22" (For All Models mentioned under Form 15)	16,250	Nos					



	mentioned under Form 15)							
6	Ladies Cycle for 24" (For All Models mentioned under Form 15)	16,250	Nos					
7	Cycle card	3,50,000	Nos					
8	Per Unit Cost Accessories Kit as per section 8.2.1	3,50,000	Nos					
9	Charges of the Bidder for Distribution, Coordination, and Execution of DBT scheme for Cycle Distribution	3,50,000	Nos.					
Grand total in Numbers ("GT")								
Grand total In Words:								

***Quantities mentioned above are indicative.**

Note:

- The bidder with lowest cost submitted (L1 rate) shall be decided on the basis of Total Commercial Quote of the Bidder ("GT") quoted above.
- In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
- For any other calculation/ summation error etc. the bid may be rejected.
- The quantities mentioned above are indicative. The MBOCWW Board reserves the right to change the quantity as per requirement.



- Commercial Quote of the Bidder shall be including GST or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rate. Tax structure on the payment shall be applicable based on government notification at the time of submission of invoice.
- `Commercial Quote of the Bidder shall be including all Out of Pocket expenses due to Boarding, Travelling, Lodging and other related items under this eTender.
- The MBOCWW Board reserves the right to reject/accept any or all the eTenders in full or part without assigning any reasons and the decision of the MBOCWW Board shall be final and is binding on all concerned. No appeal against the decision of the MBOCWW Board shall be entertained.
- The Cycle Model proposed by bidder for ladies and gents under this eTender shall be registered on Government eMarketplace (GeM) Portal (<https://gem.gov.in/>). The rates quoted by the bidder for each cycle model proposed by the bidder under this eTender shall not be more than the rates published on GeM Portal on the date of submission of the bid by the bidder.
- The bidder shall upload the PDF file of the screen shot image of the GeM Portal showing the rates for the each cycle model proposed by the bidder as a part of **Financial Bid Submission**.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal.

Date:

Place:

Business Address:



9 Annexure III: Draft Master Service Agreement

This AGREEMENT is made at _____, Maharashtra, on this ____ day of, ____ 2018,
BETWEEN

Maharashtra Building and Other Construction Workers Welfare Board referred to as
“MBOCWW “Board, of the FIRST PART;

AND

-----, a company registered under the Companies Act, 1956/
Partnership Act, 1932/ Sole Proprietorship/ MSME/NSIC/SSI/DIC, having its registered
office at -----, hereinafter referred to as “The Bidder”, (which
expression shall include its successors, administrators, executors and permitted
assignees), of the SECOND PART.

Whereas MBOCWW Board has envisaged for Selection of Agency for implementation of
Cycle Distribution Scheme through Smart Cards Solutions in Maharashtra (hereinafter
referred to as the “said Project”);

And whereas MBOCWW Board has published the eTender to seek services of a reputed
BIDDER for Selection of Agency for implementation of Cycle Distribution Scheme
through Smart Cards Solutions in Maharashtra;

And whereas M/s. ----- has submitted its proposal for Selection of Agency
for implementation of Cycle Distribution Scheme through Smart Cards Solutions in
Maharashtra

And whereas MBOCWW Board and M/s. ----- have decided to enter into
this Agreement on the terms and conditions stipulated hereinafter.



NOW, THEREFORE, THIS AGREEMENT WITNESSETH and the parties hereto hereby mutually agree as follows:-

The Agreement shall consist of this Contract Form and the following documents and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the 'Contract Documents'), all of which by this reference are incorporated herein and made part hereof:

1. Notification of Award / Work Order
2. eTender/ eTender Form
3. Scope of Work as given in the eTender/ eTender Document.
4. Payment schedule as given in the eTender/ eTender Document.
5. Terms & Conditions of Contract as given in the eTender/ eTender Document.
6. Service Level Agreement (SLA) as given in the eTender/ eTender Document.
7. Technical proposal of eTender.
8. Financial Proposal

This Agreement sets forth the entire contract and agreement between the parties pertaining to "Selection of Agency for implementation of Cycle Distribution Scheme through Smart Cards Solutions in Maharashtra" and supersedes any and all earlier verbal or written agreements. This agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

In consideration of the payments to be made by the Corporation to the BIDDER as hereinafter mentioned, the BIDDER hereby covenants with the Purchaser to maintain and operate the entire proposed solution and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Contract Price or such other sum as may become payable under the provisions of the agreement shall be at the times and in the manner prescribed in the Agreement.



Any notice under this agreement shall be in the form of letter, fax. Notices to either party will be given at such address/addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Purchaser shall be properly addressed to:

To,
Secretary/CEO, MBOCWWB,
Kamgar Bhavan, E-Block, C-20,
Banda-Kurla Complex,
Bandra (E), Mumbai – 400 051

And notice to the BIDDER shall be properly addressed to:

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Signed, sealed and delivered

By -----

For and on behalf of the "BIDDER",

Witnesses:

(1)

(2)

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:



<< Scope of Work, Project & Payment Schedule, Terms & Conditions as specified above in the eTender document>>

Note:

- The stamp duty payable for the contract shall be borne by the BIDDER.
- The above Draft Master Service Agreement is only indicative description of the contract agreement. However, the actual contract agreement shall be finalized and notified by the Purchaser after final selection of the BIDDER.