



**Expression of Interest (EoI) for Selection of Agency for providing
Architectural Consultancy for MBOCWW Board**

Reference No: MBOCWWB/06/2019

Date: 27.05.2019

MAHARASHTRA BUILDING AND OTHER CONSTRUCTION WORKERS WELFARE BOARD

GOVERNMENT OF MAHARASHTRA

**OFFICE OF THE LABOUR COMMISSIONER,
KAMGAR BHAVAN, 4TH FLOOR, C-20, E BLOCK,
OPP. RESERVE BANK, BKC, BANDRA (E), MUMBAI-51.**



1 Invitation for Proposal

MBOCWW Board seeks to appoint an agency for providing architectural consultancy for successful implementation of the above mentioned project Supply, Delivery and Setting up of the fully furnished Worker Facilitation Centre (District and Regional Level) across Maharashtra and Head office at Mumbai.

The Consultants/Firms empanelled by Public Works Department for providing Architectural Service (Building Services, Landscaping & interior Designing of Building Project) Category - II are invited make their presentations to the Committee on **31st May 2019 at 11:30 AM** at "Office of the Labour Commissioner, Kamgar Bhavan, 4th floor, C-20, E Block, Opp. Reserve Bank, BKC, Bandra (E), Mumbai-51."

The bids submitted by the Bidder shall comprise of the following Two Sealed envelopes on or before **31st May 2019 at 11:30 AM** at "Office of the Labour Commissioner, Kamgar Bhavan, 4th floor, C-20, E Block, Opp. Reserve Bank, BKC, Bandra (E), Mumbai-51:

#	Documents Type	Document Format
Envelope –A: Technical Bid		
1.	EMD amounting to Rs. 1,00,000/- (Rupees One Lac Only) shall be submitted in the form of Demand Draft drawn in the name of "Secretary, Maharashtra Building & Construction Welfare Board, Mumbai"	Original copy of Demand Draft
2.	Technical Presentation	Hard copy of Technical Presentation (5 Sets)
Envelope –B : Commercial Bid		
3.	Commercial Bid	The Commercial Proposal shall be prepared in accordance with the requirements specified in this EoI Document. (Annexure – 3)

2 Introduction

The Maharashtra Building and Other Construction Workers Welfare Board (MBOCWW), Mumbai deals with welfare of various types of Construction Workers (Construction Workers, Naka Workers, MNREGA Workers, National & State Highway Workers, etc.) in Maharashtra. There are 28 schemes for welfare and benefit of Construction Workers which can be availed by a registered Construction Worker. A Construction Worker has to get registered with the Maharashtra Building and Other Construction Workers Welfare Board



and renew the registration annually to avail the benefits of welfare schemes. The construction worker has to apply for the registration with GLO. On completing the registration the Construction Worker can apply for applicable benefits under welfare scheme and benefits are disbursed after approval of the claim by the GLO.

MBOCWW Board has selected an agency for Supply, Delivery and Setting up of the fully furnished Worker Facilitation Centre (District and Regional Level) across Maharashtra by inviting public tenders. The scope of work for the selected agency is to Design, Develop and Deliver Interior Design of the proposed WFC at District Level, Supply, Delivery and Installation of Furniture and fixtures, etc. The eTender document published on 12 November 2018 is attached herewith for ready reference.

The nature of services to be provided by the Architectural Consultants will include, but not be limited to, site survey and inspection of design plans/layout and verification of each site, construction management and supervision, Work Measurements, Quality Management, Review and approval of Quantity and Quality of work as per BOQ requirements of the above mentioned eTender and coordination with local authorities at the execution stage with due emphasis on quality of design.

Architectural Consultants shall themselves fully prepare and shall be totally responsible for all the basic and detailed study, design, configuration, specifications, engineering and same shall not be sublet to the supplier vendor.

In general, Architectural Consultants shall act on behalf of MBOCWW Board, report to the MBOCWW Board and be responsible for entire implementation of the above mentioned project in toto through agency selected by the MBOCWW Board.

3 Scope of Work

Sr.	Scope of Work
1	On Site Survey a. Site evaluation and analysis report b. Recommendation to set up the Worker Facilitation Center/Regional Office
2	Review & Approval of Drawings /Data submitted by selected Agency/MBOCWW Board a. Interior Layout Design and plan b. Data, specifications, drawings etc.



Sr.	Scope of Work
	<ul style="list-style-type: none">c. Details of Civil work involved for the projectd. Review & approval of detailed Bill of Materials.e. Review of job completion schedule of work for all activitiesf. Preparation and implementation of quality plan/ check list for the projectg. Structural Designsh. MEP installations.
3	<p>Site Supervision</p> <ul style="list-style-type: none">a. Monthly Site supervision to supervise activitiesb. Monitoring of the project as per implementation schedule.c. Inspection and approval of all BOQ items after receipt at site.d. Review and certifying quality / plan of erection work.e. Participating in pre-commissioning and commissioning tests of all equipmentf. Submission of Progress Report from time to time to MBOCWW Board.g. Review of Operation and Maintenance documents submitted by the selected Agency.h. Preparation of list of incomplete jobs and defects, if any to be attended by the selected Agency
4	<p>Construction Management & supervision</p> <p>The primary responsibility of the construction management, front line supervision, cost control, quality assurance & control, health, safety & environment protection, material control and mechanical completion will be with the Consultant.</p> <ul style="list-style-type: none">a. Coordinate in conformity with plans, specifications and approved schedules.b. Liquidate all checklist points issued by statutory/regulatory bodies, if any.c. Arrange testing services for control of construction materials and methods and meet quality requirements.d. Field engineering as necessary, field supervision and inspection.e. All safety precautions shall be ensured and all safety requirements shall be followed which may be issued time to time.f. Certify quality and quantity of work performed by contractors and maintain necessary records required for verifying contractor bills according to the conditions of contracts.g. Analysing extra requirements on site, if any and forwarding the recommendations to MBOCWW Board.h. Material reconciliation shall be carried out with the agency.i. All necessary services and site inspection for rectification of faulty works.j. Consultant shall ensure good housekeeping and disposal of scrap in designated area by the agency.k. Process recoveries from agency for issue of materials, hire charges, rents and taxes etc. as per provision of contracts and perform all duties of the Engineer-In-Charge.l. Technical assistance in expeditious settlement of extra claims, disputes etc.



Sr.	Scope of Work
	<ul style="list-style-type: none">m. Assistance for arranging of contractors for various related services such as those required for receiving, movement, handling and transportation of materials.n. Prepare construction Progress Reports, Construction Schedule, Action Plan and other reports as per Consultant practice.o. Review and certify as built drawings to be prepared by contractors.p. Technical assistance to MBOCWW Board in matters pertaining to local laws, labour and public relations with respect to Consultant deliverables.q. Actively assist in settling disputes.r. Prepare, present and store all documents including certification related document.s. Inspection, identification and acceptance of materials at site. Material storage & preservation at site as per agreed procedure / requirements.
5	<p>Site material management activities shall include:</p> <ul style="list-style-type: none">a. Identification, inspection and acceptance of materials and Documentation. All the statutory requirements / formalities involving workers shall be complied with / ensured.b. Consultant, as a part of their field activities, shall inspect the work done by contractor & witness/review records as per agreed QA plans and certify their acceptability. Any construction work found unsatisfactory in quality or in non-conformity to the contract shall be removed and rectified through the contractor. Records of such rectifications shall be maintained. Similarly, any use of materials non-conforming to the specification and / or contract shall be removed from the job site.c. Standard formats needs to be developed for QC, construction progress. Job /Work procedures need to be developed
6	<p>Site Inspection activities</p> <ul style="list-style-type: none">a. Consultants shall during manufacture inspect on the Agency's premises during working hours to check the materials and workmanship and the progress of manufacture of all fabrication materials / items to be supplied under the Contract.b. If it is observed that work is not conforming to specifications and drawings, Consultant will promptly bring this information to the attention of the contractor and MBOCWW board and will monitor that remedial works are carried out.c. In those situations where continued work would cause damage, preclude further inspection, or make remedial action ineffective, and where there is no authorized representative of the contractor immediately available at the work location, Consultant's staff responsible for that work will stop the work in progress. He will immediately notify MBOCWW Board and the concerned contractor of such action.
7	Final Documentation/ As Built Drawings/ Documents



Sr.	Scope of Work
	<ul style="list-style-type: none">a. The documentation will be checked for its correctness and completeness at the time of handing over of any site and Consultant shall recommend for taking over by MBOCWW Board.b. Consultant shall monitor and ensure that all as built drawings are made, compiled and submitted by the contractors, vendors as per the agreed procedure.c. Consultant shall ensure that final documentation including as built drawings, documents, operating manuals, field inspection documents, records, vendor documents, statutory drawings/documents are submitted as per the final documentation procedure.d. All the drawings generated from the Consultants are also submitted as per the final documentation procedure.
8	<p>Other Responsibility:</p> <ul style="list-style-type: none">a. Attending meetings called by MBOCWW Board across Maharashtrab. Checking and certification of invoices/bills submitted by selected agency against milestone activities to MBOCWW Board for payment to selected agency.c. Review of contract documents and all other documents related to various statutory approvals/ clearances, if any.d. Providing all required services and assistance for replying to the queries of concerned Government Departments/ statutory bodies and agencies on the progress and any other aspect related to the project for a period of 24 months from completion of the project.e. Providing consultancy services during Defect Liability Period of 1 yearf. Provide necessary back up / technical assistance for co-ordination with external agenciesg. To ensure contractors carry out their activities in accordance with the safety plan throughout the course of the construction of the project.h. Final documentation as per procedurei. Contract closure of Selected Agency contract

3.1 Terms and Conditions

- 1) Agencies shall make their Technical Presentation before the committee on **31.05.2019 at 11:30AM.**
- 2) Agencies shall submit hard copy and soft copy of their presentation to the committee.
- 3) All the exhibits and publicity material created by the agency shall be the property of the MBOCWW.
- 4) MBOCWW shall not be responsible for any dispute arising in this regard in future.



- 5) Above is an indicative list of activities expected to be undertaken by the successful bidder for MBOCWW. These activities will be undertaken as and when required. The mentioned norms are indicative and can be relaxed / changed subject to the requirement of the MBOCWW.

3.1.1 Technical Presentation

- 1) The technical evaluation will be done by the committee who will evaluate technical presentation on the following points and award marks as given below:

#	Description	Marks
1	Work Experience	40
2	Financial Capacity	30
3	Understanding of MBOCWW Board & Methodology	30
	Total Technical Marks	100

- 2) Presentation Slides shall be as follows:

#	Criteria	Basis of Evaluation	Maximum Marks	Supporting documents along with Hard copy as a part of technical document
A	Work Experience		40	
A1.	Experience of bidder for Similar Architectural Consultancy Projects in last three years wherein the minimum order value is Rs. 50 Lacs in the last 3 years	2 projects - 20 marks 1 projects - 10 marks	20	Work Orders / Completion Certificate / Authorized Letters etc. from the Client
A2.	Experience of bidder for Architectural Consultancy projects for Facilitation Centers/Offices for Central /State Government /Semi Government organizations /Corporations /Public Sector Banks in India in the last 3 years	2 projects - 20 marks 1 projects - 10 marks	20	Work Orders / Completion Certificate / Authorized Letters etc. from the Client



#	Criteria	Basis of Evaluation	Maximum Marks	Supporting documents along with Hard copy as a part of technical document
B	Financial Capacity		30	
B1	The bidder should have an average annual turnover of minimum INR 30 Lakhs for last three financial years.	Above 50 Lakhs – 30 Marks 40 Lakhs upto 50 Lakhs - 20 Marks 30 Lakhs upto 40 Lakhs - 10 Marks	30	Audited Balance sheet and Profit & Loss account statement duly Certified and signed by Statutory Auditor of the Agency or Certified Chartered Accountant
C	Understanding of Scope, Approach & Methodology		30	
C1	o Understanding of Scope of Work	Understanding of Scope of Work	10	Details to be provided in technical Presentation
	o Approach, Implementation Methodology, Project Plan	Approach, Implementation Methodology, Project Plan	10	
	o Innovative ideas and suggestions	Innovative Ideas and Suggestions	10	
Total			100	

- 3) Technical Presentation shall not contain any commercial information.
- 4) MBOCWW may seek clarifications from the Bidder on the Technical Proposal. Any of the clarifications by the Bidder on the Technical Proposal should not have any commercial implications.



- 5) Bidders with minimum marks of **50 out of 100** in technical evaluation shall be considered to be eligible for financial evaluation.

3.1.2 Financial Bid Evaluation

- 1) The bidders shall submit their financial quote in sealed envelope as per the format mentioned at section 4.3 Annexure - 3 Commercial Bid Format.
- 2) The financial quotes of the bidder's securing minimum **50 marks out of 100 marks** in technical evaluation will be opened. Out of these bidders, the bidder submitting the lowest commercial bid (L1 bidder) under Commercial Bid Format shall be selected as successful bidder.
- 3) The MBOCWW Board reserves the right to accept or reject any or all bids without giving any reasons thereof.

3.1.3 Other Conditions

- 1) As it is a time bound programme, the selected agency has to be ready as per the MBOCWW Boards schedule without fail.
- 2) If the selected agency fails to perform as per standard then they shall be liable for recovery as decided by the undersigned. However, liability will be limited to total contract cost.
- 3) The selected agency shall agree for on the spot changes suggested by the committee members and proper replacement shall to be done as per the directions of the committee members.
- 4) The MBOCWW reserves right to increase/decrease the scope of this EoI.



4 Annexure

4.1 Annexure 1 - Technical Proposal Covering Letter

Covering Letter (To be submitted on the letterhead of the bidder)

{Location, Date}

To

The Secretary/CEO, MBOCWW Board,

Kamgar Bhavan, 4th floor,

C-20, E Block,

Opp. Reserve Bank, BKC,

Bandra (E), Mumbai-51.

Ref: Reference No.

Subject: Submission of proposal in response to the EoI for “Selection of Agency for providing Architectural Consultancy for MBOCWW Board”

Dear Sir,

Having examined the EoI document, we, the undersigned, herewith submit our proposal in response to your EoI Notification number..... for “Selection of Agency for providing Architectural Consultancy for MBOCWW Board”.

We have read the provisions of the EoI document and confirm that we accept these. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

1. We agree to abide by this proposal, consisting of this letter, the detailed response to the EoI and all attachments.
2. We would like to 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 assignment, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
3. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this EoI.
4. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.



5. We understand you are not bound to shortlist/accept any or all the proposals you receive.
6. We hereby declare that we qualify and fulfil all the eligibility criteria mentioned in the EoI.

Organizational Structure

#	Technical Capacity Criteria	Details
1	Name & Address of the applicant with Telephone No./Fax No.	
2	Year of Establishment	
3	Date & Year of commencement of practice.	
4	a) A proprietary firm b) A firm in partnership c) A limited company or Corporation / Joint venture /Consortium	
5	Names of Directors/ Partners / Proprietor & other executives with designation	

Correspondence details:

#	Application Format	Details
1	Name of Agency	
2	Address of Agency	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this EoI	
4	Telephone number of contact person	
5	Mobile number of contact person	
6	Fax number of contact person	
7	E-mail address of contact person	



Staff details:

#	Key Resources Information	Details
1	Architect	Resumes of each Team Member to be attached
2	Engineer	
3	Any other resources profile	

Infrastructure details:

#	Parameters	Details
1	No. of Offices in India	
2	No. of Offices in Maharashtra	Provide list of offices with Address

We hereby declare that our proposal submitted in response to this EoI is made in good faith, and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[Signature]

Authorized Signatory

Name :

Designation :

Date :

Time :

Seal :

Business Address:



4.2 Annexure 2: Declaration/Affidavit for not being under an ineligibility for corrupt or fraudulent practices or blacklisted

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

Date: dd/mm/yyyy

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

Reference: Selection of Agency for providing Architectural Consultancy for MBOCWBB Board

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 Commercial Quote/Proposal or convicted of economic offence in India for any reason as on last date of submission of the Quotation/Proposal.

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 Proposal/Quotes 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
8. 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.
9. 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

Authorized Signatory

Name & Designation:

Date :

Seal :

Business Address :



4.3 Annexure – 3 Commercial Bid Format

Covering Letter (To be submitted on the letterhead of the bidder)

{Location, Date}

To,
The Secretary/CEO,
MBOCWW
Kamgar Bhavan, 4th floor,
C-20, E Block,
Opp. Reserve Bank, BKC,
Bandra (E), Mumbai-51

Subject: Selection of Agency for providing Architectural Consultancy for MBOCWW Board

Dear Sir,

We hereby offer to submit the request for “Selection of Agency for providing Architectural Consultancy for MBOCWW Board” as per reference number – _____. We have read, and understood the contents of the tender and further state that we accept and abide by the terms & conditions specified therein.

I / We submit the Commercial bid for Providing Architectural Consultancy Services as per mentioned in scope of work as follows:

Quoted Rate in Number (% of Project cost)	
Quoted Rate in Words (% of Project cost)	

Project Cost (Rs. 24.85 Crores) shall mean the cost of the scope of work for the selected agency to Design, Develop and Deliver Interior Design of the proposed WFC at District Level, Supply, Delivery and Installation of Furniture and fixtures, etc as per the eTender Document published on 12 November 2018.

- The bidder with lowest cost submitted (L1 rate) shall be decided on the basis of Commercial Quote of the Bidder 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.
- Commercial Quote of the Bidder shall be excluding GST. 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 bids 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 above mentioned quantities are indicative and for evaluation purpose only. The bidder shall provide the quantities as per the work order issued by MBOCWW board during the contract period.
- The payments shall be made to selected agency as per the completion and timelines of the work completed for Worker facilitation center or regional offices or head offices by the selected agency. Further terms and conditions of payments shall be finalized by MBOCWW Board at the time of execution of contract with the selected agency.

For any other calculation/ summation error etc. the bid may be rejected.

Yours faithfully,

Authorized Signatory

Name & Designation:

Date :

Seal :

Business Address:

महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळ, मुंबई

कामगार आयुक्त यांचे कार्यालय,
कामगार भवन, ई ब्लॉक,
सी २०, बांद्रा कुर्ला
संकुल, बांद्रा (पूर्व), मुंबई ४००
०५१.



संकेतस्थळ- www.mahabocw.in
दुरध्वनी व फॅक्सक्र. ०२२-२६५७२६३१
ई-मेल- bocwwboardmaha@gmail.com

जा.क्र./मइवइबाकम/WFC/२०१९ 171

दि.१४.०१.२०१९

ई-निविदा सूचना ०१/२०१९

महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळाच्या कामकाजाकरीता राज्यातील ४२ ठिकाणी मंडळाच्या उपलब्ध जागेवर जिल्हा कामगार सुविधा केंद्र (विभागीय व जिल्हास्तरावर) फर्निचर पुरवठा व स्थापना तसेच रंगरंगोटी व विद्युत कार्य इत्यादी कार्यालयाच्या स्थापनेकरीता आवश्यक बाबींसह जिल्हा कामगार सुविधा केंद्र स्थापन करण्यासाठी नोंदणीकृत अनुभवी व नामांकित पुरवठादार संस्थेकडून खालील तपशीलानुसार तिसऱ्यांदा ई-निविदा मागविण्यात येत आहेत.

अ.क्र.	विषय	दिनांक	वेळ
१.	ई-निविदा डाऊनलोड करणे	दि.१४.०१.२०१९	स.११.३० वा. ते
		दि.०१.०२.२०१९	दुपारी ४.०० वाजेपर्यंत
२.	निविदापूर्वक बैठक	दि.२१.०१.२०१९	सकाळी ११.३०
३.	निविदा सादर करणे	दि.०१.०२.२०१९	दुपारी ४.०० वाजेपर्यंत
४.	निविदा उघडणे	दि.०४.०२.२०१९	दुपारी १२.३० वाजेपर्यंत
५.	अंदाजित रक्कम (कर वगळून)	रु.२१.०३ कोटी	

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

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

(श्री. चु. श्रीरंगम)

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

Maharashtra Building and Other Construction Workers' Welfare Board, Mumbai.

O/o The Commissioner of Labour,
Kamgar Bhavan, E-Block, C-20,
Bandra-Kurla Complex, Bandra (E),
Mumbai.-400051.



Website : www.mahabocw.in
Phone & Fax : 022-26572631
Email Id : bocwwboardmaha@gmail.com

No./MBOCWW/2019/171

Date :-14.01.2019

E-Tender Serial Number: 01/2019

MBOCWW Board invites proposals from reputed and experienced companies to participate in online competitive bidding process of Third Recall of e-Tender for "Selection of Agency for Supply, Delivery and Setting up of Furniture Items, Painting & Electrical Services and Other required necessary things for the 42 Fully furnished Worker Facilitation Centre (District & Regional Level)" at Available Places of MBOCWB Board.

Sr. No.	Information	Details
1.	E-Tender Download	From 14.01.2019 Time: 11.30 PM to 01.02.2019 Time : till 04.00 PM
2.	Pre-Bid Meeting	21.01.2019 Time: 11.30 AM
3.	Last Date of Submission of Tender	01.02.2019 Time till 04.00 PM
4.	Tender Opening Date	04.02.2019 Time: 12.30 AM
5.	Estimated Cost (Excluding Tax)	21.03 Cr.

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,

Secretary/CEO,
MBOCWW Board



Invitation to e-Tenders

Tender Reference No. – MBOCWVB/eTender/01/2019

Date: 14th January, 2019

Inviting e-Tender for

“Selection of Agency for Supply, Delivery and Setting up of the Fully furnished Worker Facilitation Centre (District & Regional Level)”

Issued By

**MAHARASHTRA BUILDING AND OTHER CONSTRUCTION WORKERS
WELFARE BOARD**

GOVERNMENT OF MAHARASHTRA

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



[THIS SPACE IS LEFT BLANK INTENTIONALLY]



Table of Contents

Table of Contents	3
Section - I INSTRUCTIONS TO BIDDERS.....	9
1 Invitation for Proposal.....	10
1.1 Disclaimer	12
1.2 Glossary of Terms.....	15
1.3 Definitions	15
1.4 Events and Dates.....	20
1.4.1 Other Important Information Related to Bid.....	21
1.4.2 eTender Structure	21
2 Introduction & background information	22
2.1 Maharashtra Building and Other Construction Workers' Welfare Board.....	22
2.2 Project Description	23
2.2.1 Project Brief	23
2.2.2 Project Objectives	24
2.2.3 Desired Outcomes	25
2.2.4 eTender Execution.....	26
3 Qualification Criteria	27
3.1 Qualification criteria for Bidders	27
3.2 Consortium/Joint Ventures of Firms	32
4 Instruction to Bidders.....	33
4.1 Advice to the bidders.....	33
4.2 Tender Form and Tender Fee	33
4.3 Earnest Money Deposit	34
4.4 Submission of Bids.....	35
4.5 Bid Submission Format	36
4.6 Late submission of Bids	37
4.7 Cost of Bidding.....	37
4.8 Erasures or Alterations and signing of bids	38



4.9	Pre-bid conference	38
4.10	Pre-bid Queries	38
4.11	Amendment of eTender Document	39
4.12	Bid Validity	39
4.13	Modification & Withdrawal of Bids	40
4.14	Clarification of Bids	40
4.15	Tender Opening	40
4.16	Technical Bids.....	41
4.17	Commercial Bids	41
4.18	Evaluation Framework.....	42
4.19	Commercial Bid Evaluation	42
4.20	Right to vary the scope of the work	43
4.21	Notification of Award	44
4.22	Signing of Contract.....	44
4.23	Confidentiality of the Document	44
4.24	Tender Related Conditions.....	44
4.25	Rejection Criteria.....	45
Section II – SCOPE OF WORK.....		47
5	Scope of Work.....	48
5.1	Overview of Scope of Work.....	48
5.2	Design, Develop and Deliver Interior Design of the proposed WFC at District Level	48
5.3	Supply, Delivery and Installation of Furniture and fixtures, etc.....	49
5.4	Inspection and Testing	51
5.5	Sample Testing	51
6	Minimum Indicative Specifications for Major Components	53
6.1	Table for Staff.....	53
6.2	Table for Cabin (Table with Side Unit).....	54
6.3	High Back Revolving Chairs for Officer	54
6.4	Revolving Chairs	56
6.5	Visitor Chairs.....	57
6.6	Conference Table.....	57
6.7	Office Cabin & Conference Room	59



6.8	3 - Seater Metal Bench.....	60
6.9	Metal Storage Unit	61
6.10	Air Conditioning	61
6.11	Drinking Water Cooler & Dispenser 40 Ltr.	62
6.12	Vertical Window Blinds roller.....	62
6.13	Painting Services	63
6.14	False Ceiling	63
6.15	Electrical Wiring and Fixtures, etc.	64
6.16	Flooring	64
6.17	Toilet / Urinals	64
7	List of locations.....	65
7.1	Worker Facilitation Centres (WFCs) at District Level	65
7.2	Worker Facilitation Centres at Regional Level	66
8	Proposed deployment of manpower resources at each office premises.....	67
8.1	WFC at District Level.....	67
8.2	WFCs at Regional Level.....	67
8.3	Activities/ Functions at each WFC is as follows:	68
8.4	Work Flow at each WFC	68
9	Welfare Schemes for Construction Workers.....	69
10	Project & Payment Schedule	71
10.1	Project deliverables.....	71
10.2	Project timelines.....	72
10.3	Payment terms.....	73
10.3.1	Overview.....	73
10.3.2	Supply, Delivery and Installation of Furniture and fixtures, etc.	73
10.3.3	Taxes and Statutory Payments.....	74
11	Terms and Conditions.....	75
11.1	Interpretation	75
11.2	Key Performance Measurements.....	76
11.3	Commencement & Progress	76
11.4	Agency's Obligations.....	77
11.4.1	Scope of Work	77



11.4.2	Ethics.....	77
11.4.3	Corrupt or Fraudulent Practices.....	77
11.5	Purchaser's Obligations	78
11.6	Events of Default by the Agency	79
11.7	Consequences of Default.....	80
11.8	Terminate the Contract in Full or Part	81
11.9	Breach and Rectification	81
11.10	Protection and Liabilities	82
11.10.1	Third Party Claims	83
11.10.2	Limitation of Liability	84
11.11	Termination	85
11.11.1	Conditions for Termination.....	85
11.11.2	Consequences of Termination.....	86
11.11.3	Dispute Resolution.....	87
11.12	Audit, access and reporting.....	89
11.12.1	Purpose	89
11.12.2	Notice and Timing.....	89
11.12.3	Access	90
11.13	Conditional offers by the Bidders	91
11.14	Address of Communication	91
11.15	Costs & Currency	91
11.16	Performance Bank Guarantee.....	91
11.17	Service Level Agreement	92
11.18	Publicity.....	92
11.19	Guarantees	92
11.20	Use of Assets by the Selected Agency.....	92
11.21	Right to Accept Any Bid and to Reject Any or All Bids	94
11.22	Risk Purchase Clause	94
11.23	Quality of Materials & Workmanship & Test	94
11.24	Access for Inspection	95
11.25	Quantities	95
11.26	Works to be Measured	95



11.27	Variations	95
11.28	Work is to be carried out to the MBOCWW board.....	96
11.29	Inspection Visit.....	96
11.30	Delivery of Materials & Equipment	97
11.31	Spare Parts	97
11.32	Defect Liability Period.....	97
11.33	WFC Completion Certificate for each WFC at District and Regional Level ...	98
11.34	Exit Management	99
11.34.1	Transfer of Assets.....	99
11.34.2	Exit Management Purpose	100
11.34.3	Employees.....	100
11.34.4	Exit Management Plan.....	101
11.35	Other Conditions	102
11.35.1	General:.....	102
11.35.2	Entire Contract:.....	103
11.35.3	Governing Law:.....	103
11.35.4	Jurisdiction of Courts	103
11.35.5	Force Majeure:.....	103
11.35.6	Period of Contract.....	105
11.35.7	Conditions precedent.....	105
11.35.8	Non-Fulfilment of Conditions Precedent	105
11.35.9	Governance Schedule	106
11.35.10	Annexure	107
12	Service Level Agreement.....	108
12.1	SLA measurement and monitoring.....	108
12.1.1	SLA applicable during Implementation Phase (i.e. System Implementation & Setting-up of WFC)	109
12.2	Penalties	109
SECTION – III ANNEXURES TO eTender		110
13	Annexure I: Format for Technical Bid	111
13.1	Form 1: Covering Letter for Technical Bid.....	111
13.2	Form 2: Technical Bid checklist.....	114
13.3	Form 3: General Profile of the Company.....	123



13.4	Form 4: Project Details.....	125
13.4.1	Format 1:	125
13.4.2	Format 2:	126
13.5	Form 5: Certifications as per the Technical Qualification criteria.....	128
13.6	Form 6: Name and Details of the person to whom all references shall be made regarding the tender.....	129
13.7	Form 7: Financial Capability of Bidder.....	130
13.8	Form 8: Declaration/Affidavit for not being under an ineligibility for corrupt or fraudulent practices or blacklisted.....	132
13.9	Form 9: Manufactures Authorisation Form.....	135
13.10	Form 10: Technical Compliance Checklist	136
14	Annexure II: Format for Commercial Bid.....	139
14.1	Commercial Bid Letter.....	139
14.2	Commercial Bid formats	143
14.2.1	Supply, Delivery and Installation of Furniture and other Infrastructure, etc. for all locations	143
14.2.2	Other Required Items	150
15	Annexure III: Draft Master Service Agreement	153



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 Supply, Delivery and Setting up of the fully furnished Worker Facilitation Centre (District and Regional Level)” for MBOCWW Board across Maharashtra for a period of 5 years. 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 tender/ 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 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: 21-01-2019, Time: 11.30 am at the O/o Maharashtra Building and Other Construction Workers Welfare Board., E-Block, C-20, Banda-Kurla Complex, Bandra (E), Mumbai – 400 051, for any suggestions or doubts regarding the e-tender. The minutes of the Pre-Bid meeting will be published if there is a need of publishing them online. MBOCWW will not be bound to furnish any answers thereafter. All the terms and conditions mentioned in the tender application are binding on Bidders.

For any technical queries, please contact 24x7 helpdesk 180030702232, 07878107985/86, 07878007972/73.

Place: Mumbai
Date: 14/01/2019

Sd/- Secretary/CEO,
Maharashtra Building and Other
Construction Workers Welfare Board.
Mumbai



1.1 Disclaimer

- 1 Maharashtra Building and Other Construction Workers Welfare Board, Mumbai (hereinafter referred to as “MBOCWW”) has issued this Request for Proposal (hereinafter referred to as “eTender”) for Selection of Agency for Supply, Delivery and Setting up of the fully furnished Worker Facilitation Centre (District and Regional Level) on 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

*eTender for Selection of Agency for Supply, Delivery and Setting up of the Fully furnished Worker Facilitation Centre
(District & Regional Level)*



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 statement contained in this eTender.
- 10 Interested parties, after careful review of all the clauses of this 'Request for Proposal', are encouraged to send their suggestions in writing to MBOCWW. Such suggestions, after review by MBOCWW, may be incorporated into this 'Request for Proposal' as a corrigendum which shall be uploaded onto the e-tendering website:

<https://mahatenders.gov.in>



1.2 Glossary of Terms

Terms	Meaning
GLO	Government Labour Officer
ISO	International Organization for Standardization
IWBMS	Integrated Welfare Board Management System
MBOCWW	Maharashtra Building and Other Construction Workers Welfare Board.
O&M	Operation & Maintenance
PBG	Performance Bank Guarantee
PQ	Pre-Qualification
RFP	Request for Proposal
SOW	Scope of Work
SLA	Service Level Agreement
SOP	Standard Operating Procedure
Agency	Managed Service Provider
SSD	System Specifications Document
TQ	Technical Qualification
UIDAI	Unique Identification Authority of India
UID	Unique Identification Number

1.3 Definitions

#	Term	Definition
1.	Building worker	“ Building worker ” means a person who is employed to do any skilled, semi-skilled or unskilled, manual, supervisory, technical or clerical work for hire or reward, whether the terms of employment be expressed or implied, in connection with any building or other construction work but does not include any such person— (i) who is employed mainly in a managerial or administrative capacity; or (ii) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature;



#	Term	Definition
2.	Contractor	The “ Contractor ” means a person who undertakes to produce a given result for any establishment, other than a mere supply of goods or articles of manufacture, by the employment of building workers or who supplies building workers for any work of the establishment, and includes a sub-contractor;
3.	Establishment	The “ establishment ” means any establishment belonging to, or under the control of, Government, any body corporate or firm, an individual or association or other body of individuals which or who employs building workers in any building or other construction work; and includes an establishment belonging to a contractor, but does not include an individual who employs such workers in any building or contraction work in relation to his own residence the total cost of such construction not being more than rupees ten lakhs;
4.	Employer	The “ Employer ” in relation to an establishment, means the owner thereof, and includes— (i) in relation to a building or other construction work carried on by or on behalf of a local authority or other establishment, directly without any contractor, the chief executive officer of that authority or establishment; (ii) in relation to a building or other construction work carried on by or through a contractor, or by the employment of building workers supplied by a contractor, the contractor;
5.	Building or other construction work	The “ building or other construction work ” means the construction, alteration, repairs, maintenance or demolition, of or, in relation to, buildings, streets, roads, railways, tramways, airfields, irrigation, drainage, embankment and



#	Term	Definition
		navigation works, flood control works (including storm water drainage works), generation, transmission and distribution of power, water works (including channels for distribution of water), oil and gas installations, electric lines, wireless, radio, television, telephone, telegraph and overseas communications, dams, canals, reservoirs, watercourses, tunnels, bridges, viaducts, aqueducts, pipelines, towers, cooling towers, transmission towers and such other work as may be specified in this behalf by the appropriate Government, by notification but does not include any building or other construction work to which the provisions of the Factories Act, 1948 (63 of 1948), or the Mines Act, 1952 (35 of 1952), apply
6.	Project	The “ Project ” shall mean Supply, Delivery and Setting up of the Fully furnished Worker Facilitation Centre (District and Regional Level)
7.	Purchaser	The “ Purchaser ” shall mean the Maharashtra Building and Other Construction Workers Welfare Board Limited. (‘MBOCWW’), and its successors and assignees and shall be the agency that shall execute the project.
8.	Board/MBOCWW	The “ Board ” / “ MBOCWW ” shall mean the Maharashtra Building and Other Construction Worker Board and its successors and assignees
9.	Bidder	The “ Bidder ” shall mean the Organization on whose behalf the tender response has been submitted and bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement
10.	Managed Service Provider (Agency)	The “ Managed Service Provider (Agency) ” shall mean the Organization selected by Purchaser as a result of the tendering process described in this tender document. The Agency essentially means the Organization who is fully



#	Term	Definition
		responsible towards Supply, Delivery and Setting up of the Fully furnished Worker Facilitation Centre (District and Regional Level) and provides related services as per the requirements and terms and conditions specified in this tender / contract.
11.	Business Day	“ Business Day ” means any day that is not a Sunday or a public holiday.
12.	Parties	“ Parties ” means the Purchaser, The Agency, Application Service Provider and OEM and “Party” means either of the Parties.
13.	Confidential Information	“ Confidential Information ” means 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 / Agency 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;
14.	Contract	“ Contract ” means the Tender and all Annexes thereto, the Agreement entered into between the selected Agency together with the Purchaser as recorded in the Contract form signed by the Purchaser and the Agency 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.
15.	Contract Value	“ Contract Value ” means the price payable to the Agency under this Contract for the full and proper performance of its contractual obligations.



#	Term	Definition
16.	Document	“Document” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes or and databases or microfilm or computer generated micro fiche.
17.	Effective Date	“Effective Date” means 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 Agency instructing to begin carrying out the activities.
18.	Services	“Services” means services to be provided as per the requirements / conditions specified in this tender / contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute the scope of work under the Contract.
19.	Rate per sq ft. On Carpet area	<p>Rate per sq ft. On Carpet area: The carpet area rate shall be inclusive of basic rent plus all proportionate statutory charges (i.e. all taxes / cess present and future – House tax, Property tax, water tax, GST and Municipal taxes etc.) Maintenance charges and Service charges like Society charges etc. The rent will be paid from the date of taking possession of the premises. Nothing extra will be paid other than the monthly lease rent. Lease rent is payable in advance before 7th of every month.</p> <p>MBOCWW board reserves right to measure the carpet area through its representatives before execution of the lease agreement. The payments for the lease shall be made based on the actual carpet area measured and approved by MBOCWW board.</p>



1.4 Events and Dates

Table: Key Events and Date		
Sr. No	Information	Details
1.	Advertising Date	From 14-01-2019, Time: 11:30 AM
2.	Download Date	From 14-01-2019, Time: 11:30 AM To 01-02-2019, Time: 04:00 PM
3.	Last date to send in requests for clarifications	Up to 21-01-2019, Time: 11:30 AM
4.	Date, Time and place of Pre-Bid conference	21-01-2019, 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	Till 01-02-2019, Time: 04:00 PM on mahatenders.gov.in
7.	Technical Bid Opening Date & Time	From 04-01-2019, Time: 11:30 AM
8.	Commercial Bid Opening Date & Time	To be informed
9.	Address for communication and hard copy submission	Secretary/CEO, Kamgar Bhavan, E-Block, C-20, Banda-Kurla Complex, Bandra (E), Mumbai – 400 051 Tel: 022-26572631/32 Email ID: bocwwboardmaha@gmail.com



1.4.1 Other Important Information Related to Bid

Table: Other Information		
S. No.	Item	Description
1.	Earnest Money Deposit (EMD) – Online	Rs. 20,00,000 (Rupees Twenty Lakhs Only) in form of online payment only .
2	Tender Fee	Rs 10,000 (Rupees Ten Thousand Only) to be paid on mahatenders.gov.in
3.	Bid Validity Period	(120) One-hundred-and-twenty days from the date of opening of Bids
4.	Performance Bank Guarantee value	5 % of contract value/ Bid value of successful bidder from a Nationalised Bank and must be valid for the period duration and 180 days beyond the project period.
5.	Estimated Cost (Excluding Tax)	21.03 Crore

1.4.2 eTender Structure

This Request for Proposal document consists of three sections viz:

Section - I: Instruction to Bidders

- Section - I of eTender provides Introduction to the project and bidding process details. It broadly covers the instructions to the bidders, bid opening and evaluation process, contract finalization, award of contract and bid formats.

Section - II: Scope of Work

- Section - II of eTender provides broad scope of work and roles and responsibilities of Agency. This volume also gives an overview of the project, payment terms and conditions, Service Level Agreements, etc.

Section - III: Annexures to eTender



- Section – III of eTender includes draft agreements, annexures, formats and other information for Bidders

2 Introduction & background information

This section contains information about the department, 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 Government Labour Officer (GLO) 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 Assistant Commissioner of Labour 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

2.2.1 Project Brief

The Maharashtra Building and Other Construction Workers Welfare Board, Mumbai deals with welfare of various types of Construction Workers in Maharashtra. There are several schemes for welfare and benefit of Construction Workers which can be availed by a registered Construction Worker. A major challenge faced is that the Construction Workers are not aware about the registration process and many a times cannot afford to take out a day and visit the office of the GLO for completing registrations. Sometimes large numbers of Construction Workers gather at GLO office for registration, however due to lack of Infrastructure and IT system the registration cannot be managed efficiently. Hence



the Board has decided to proactively go to the Construction site and get data for Construction Worker registration. It is equally important to have a strong field support mechanism to enrol the Construction Workers and create awareness among them.

A Construction Worker has to get registered with the Maharashtra Building and Other Construction Workers Welfare Board and renew the registration annually to avail the benefits of welfare schemes. The construction worker has to apply for the registration with GLO. On completing the registration the Construction Worker can apply for applicable benefits under welfare scheme and benefits are disbursed after approval of the claim by the GLO. The Building and Other Construction Worker Welfare Board is intensely involved in registration of state labours that are dispersed in various locations in Maharashtra state.

The Board has envisaged a strategic plan to enhance labour registration & labour welfare services.

1. Supply, Delivery and Setting up of the Fully furnished Worker Facilitation Centre (District and Regional Level)
2. Automation of the MBOCWW Board Workflow Management

Board thus envisages for providing an ecosystem which will enable efficient management of the Construction Worker registration and distribution of benefits under various welfare schemes through ICT system.

Under this eTender document, MBCOWW board seeks to select agency for Supply, Delivery and Setting up of the fully furnished Worker Facilitation Centre (District and Regional Level) across Maharashtra at 42 Locations.

2.2.2 Project Objectives

The broad objective of this eTender is to provide public services to Building and Other Construction workers of the Maharashtra State in a transparent, integrated and time



bound manner on a sustainable basis through easily accessible Worker Facilitation Center. The broad objectives of this project are:

- a. Leverage tools of Information & Communication Technology to enhance accountability and speed up service delivery mechanism.
- b. Do away with current approach of working in silos and having separate service delivery channels.
- c. Provide comfort to workers and enhance their productivity by reducing the travel time required to avail services
- d. Minimize monetary loss to the workers in the form of loss of wages, opportunity cost, transportation cost etc.
- e. Optimization of manpower and resources engaged in service delivery mechanism.
- f. Provide efficient and cost effective methods of service delivery to MBOCWW board.
- g. Enable the MBOCWW board to focus on its core functions and responsibilities by freeing them from the routine operations and thereby enhance the overall productivity of the administrative machinery.
- h. Bring uniformity across State in service delivery mechanism.

2.2.3 Desired Outcomes

In line with above, the MBOCWW board intends to bring in a paradigm shift that would redefine the contours of service delivery mechanism in the State for decades to come. Given the magnitude of the project, it is imperative to lay down the following desired outcomes of this project, but not limited to:

- a) Reduction in lead time involved in registration / renewal of the beneficiaries.
- b) Strategically located Worker Facilitation Centres.
- c) One stop shop to avail the entire gamut of worker services of MBOCWW board under one roof.



2.2.4 eTender Execution

The eTender and further implementation of the project during the project period shall be done by Maharashtra Building and Other Construction Workers Welfare Board Limited (MBOCWW) hereafter referred to as “Purchaser”.



3 Qualification Criteria

3.1 Qualification criteria for Bidders

PQ #	Qualification Requirements	Documents to be submitted	Annexure to be submitted
PQ 1	<p>The Sole bidder or in case of consortium/Joint Venture, any members of the Consortium/Joint Venture should be</p> <p>“A Company registered in India under the Companies Act 1956 or 2013 since last 3 years.” OR “A partnership firm registered under Partnership Act, 1932 in India since last 3 years.” OR “A Sole Proprietorship with valid Certificate/License issued by Municipal authorities under Shop and Establishment Act in India since last 3 years.” OR “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 NSIC under a single point vendor registration scheme in India since last 3 years.”</p>	<ul style="list-style-type: none">▪ Certificate of Incorporation/Registration▪ Copy of the list of properly constituted management/governing body of the Organization▪ Memorandum of Association▪ A partnership deed duly registered under the Partnership Act▪ Copy of valid Certificate/License issued by Municipal authorities under Shop and Establishment Act in India▪ MSME/NSIC/SSI/DIC or 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. Information to be provided as per as per format at	<ul style="list-style-type: none">▪ Form 3: General Profile of the Company



PQ #	Qualification Requirements	Documents to be submitted	Annexure to be submitted
		Annexure form 3, of this RFP	
PQ2	The Sole bidder or in case of consortium/Joint Venture, any member of the consortium/Joint Venture should be manufacturer or manufacturer's authorized representative for supply of furniture items	If bidder is manufacturer: Manufacturer License or EM Part – II If Bidder is Authorised Representative: Manufacturers Authorization letter in favor of the bidder from the manufacturers of the items.	Form 9: Manufactures Authorization Form of e-tender.
PQ 3	The sole bidder should have an average annual turnover of minimum INR 6.5 Crore for last three financial years. In case of Consortium/Joint Venture, the Lead Bidder shall have average annual turnover of minimum INR 5 crore for last three financial years and consortium/Joint Venture partner shall have average annual turnover of minimum INR 1.5 crore for last three financial years.	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). 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)	Form 7: Financial Capability of bidder
PQ 4	The Sole bidder or in case of consortium/Joint Venture, any member of the consortium/Joint Venture shall have positive net worth as on 31st March 2018.	Copy of the audited Profit & Loss Statement of the company duly certified by statutory auditor/chartered accountant	Form 7: Financial Capability of bidder
PQ 5	"The Sole bidder or in case of consortium/Joint Venture, any member of the consortium/Joint Venture should have experience of at least 1 work order for completed / substantially completed* project for supply or installation of the "furniture & fixtures" or "Interior	"Completion Certificate from Client" OR "Work Order/Purchase Order and Invoice along with corresponding Bank statement duly certified by the Chartered Accountant that 75% of the contract value has	Form 4: Project details of the bidder



PQ #	Qualification Requirements	Documents to be submitted	Annexure to be submitted
	<p>work” in India of value not less than Rs. 17 Crores in the last 7 years from the last date of bid submission</p> <p>OR</p> <p>The Sole bidder or in case of consortium/Joint Venture, any member of the consortium/Joint Venture should have experience of at least 2 work orders for completed / substantially completed* project for supply or installation of the “furniture & fixtures” or “Interior work” in India of value not less than Rs. 11 Crores in the last 7 years from the last date of bid submission</p> <p>OR</p> <p>The Sole bidder or in case of consortium/Joint Venture, any member of the consortium/Joint Venture should have experience of at least 3 work orders for completed / substantially completed* project for supply or installation of the “furniture & fixtures” or “Interior work” in India of value not less than Rs. 10 Crores in the last 7 years from the last date of bid submission”</p>	<p>been paid” shall be provided as supporting document for each project.</p>	
PQ 6	<p>The Sole bidder or In case of Consortium/joint venture, any member of the consortium/joint venture shall have experience for completed / substantially completed* projects of supply / installation for 20 or above Facilitation Centers/Offices for Central /State Government /Semi Government organizations / Corporations /Public Sector/Banks/ Reputed Commercial</p>	<p>“Completion Certificate from Client” OR “Work Order/Purchase Order and Invoice along with corresponding Bank statement duly certified by the Chartered Accountant that 75% of the contract value has been paid” shall be provided as supporting document for each</p>	<p>Form 4: Project details of the bidder</p>



PQ #	Qualification Requirements	Documents to be submitted	Annexure to be submitted
	Organizations in India in the last 7 years from the last date of bid submission	project. Bidder may submit multiple projects experience for this criteria	
PQ 7	The manufacturer should be an ISO 9001:2008 for manufacturing for quality management system, ISO 14001:2004 for environment management system and OHSAS 18001:2007 for occupation health and safety management standards or above. The certification should be valid as on the last date of bid submission.	Copy of valid certificate as on the last date of bid submission	Form 5: Certifications as per the Technical Qualification criteria
PQ 8	The manufacturer should be "Green Guard Certified" OR "BIFMA Member" OR "GreenCo Certified" OR equivalent	The manufacturer should be "Green Guard Certified" OR "BIFMA Member" OR "GreenCo Certified" OR equivalent	Form 5: Certifications as per the Technical Qualification criteria
PQ 9	The Sole bidder or any member in case of consortium/Joint Venture should have ISO 9001 Certification as on date of bid submission	Copy of valid certificate as on the last date of bid submission	Form 5: Certifications as per the Technical Qualification criteria
PQ 10	The Sole bidder or in case of consortium / Joint Venture, any members of the Consortium / 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.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure	Form 8: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted
PQ 11	The Sole bidder or lead bidder in case of consortium/Joint Venture should have office in Maharashtra as on date of submission of the Bid	Valid documentary proof of office address located in Maharashtra Valid documentary proof of office address located in Maharashtra OR In case Office is not available, the Sole bidder or in case of consortium /	----



PQ #	Qualification Requirements	Documents to be submitted	Annexure to be submitted
		Joint Venture, any members of the Consortium / Joint Venture shall submit Undertaking on Rs. 100/- Stamp Paper duly notarized and signed by the Authorized Signatory of stating that Office shall be setup within 30 days from the date of issue of work order.	
PQ 12	The Sole bidder or all members in case of consortium/Joint Venture should have GST registration certificate as on last date of submission.	GST registration certificate	----
PQ 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 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	----

*The phrase "Substantially Completed" used in this section shall mean where the employer has certified that:

i) Substantially Completed Projects shall mean if 75% of the contract value has been paid to the bidder as part of each project ("Completion Certificate from Client" OR "Work



Order/Purchase Order and Invoice along with corresponding Bank statement duly certified by the Chartered Accountant” shall be provided as supporting document for each project.).

ii) *MBOCWW Board reserves the right to contact the aforementioned competent authority to verify the information.*

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/Joint Ventures of Firms

Bids can be submitted by a Consortium/Joint Venture firm. A Consortium/Joint Venture should not consist of more than two parties (including 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 eTender. 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/Joint Venture members needs to be declared in the bid which cannot be changed by the bidder later on. Any change in the Consortium/Joint Venture partner will need to be approved by the Purchaser.

The Lead Bidder will be responsible for

- a. The management of all Consortium/Joint Venture members who are part of the bid, and
- b. The supply, delivery and installation of all products and services submitted in their bid and as part of their contract



Bids submitted by a Consortium/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/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/Joint Venture member with another bidder in a separate bid
- c. Internal arrangement between the Consortium/Joint Venture Member is left to the bidders. It is the responsibility of the Lead Bidder to ensure that all the other Consortium/Joint Venture Members in the bid are compliant to all the clauses as mentioned in the bid, failing which bid can be disqualified.

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 Board 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 Tender Form and Tender Fee

The tender document can be downloaded from the e-tendering portal mahatenders.gov.in. The tender fee of Rs. 10,000 shall have to be paid through an online payment gateway available at the e-tendering portal. The tender fee shall be non-refundable.



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 and EMD on submission of relevant document viz. copy of valid Entrepreneurs Memorandum (EM Part-II) / NSIC Certificate / Memorandum (UAM).

4.3 Earnest Money Deposit

The bidders are required to submit an EMD of Rs. 20,00,000 (Rupees Twenty Lakhs Only) through Online Payment Only.

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.

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, through the e- Tendering system before the time and date specified in the schedule of the tender 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 e-Tendering system Telex, cable or facsimile bids will be rejected.

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



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

All bidders interested in participating in the online e-Tendering process are required to procure 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 tender should be prepared & submitted online using individual's Digital e-Token. e-Tendering Tool Kit for Bidders (detailed Help documents, designed for bidders) has been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for Tender 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.

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) and scanned copy of demand draft drawn in the favour of "Maharashtra Building and Other Construction Workers Welfare Board, Mumbai" towards laboratory testing charges of Rs. 1,00,000/- must be uploaded through online bid submission process.</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</p>



Particulars	Instructions
	<p>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	<p>The Financial Proposal shall be prepared in accordance with the requirements specified in this eTender</p> <p>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.</p>

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 e-Tendering 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 e-Tendering 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 tender 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 e-Tendering 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 21.01.2019, Time: 11:30 AM.



Name of Supplier					
Department Name		MBOCWW Board			
Tender Ref. No					
Tender Name		Selection of Agency for Supply, Delivery and Setting up of the Fully furnished Worker Facilitation Centre (District & Regional Level)			
Tender Due Date					
#	RFP Page No.	RFP Clause 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 tender.

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 from the date of opening of Bid. On completion of the validity period, unless the Bidder withdraws his bid in writing, bid validity shall be deemed to be extended until such



time that the contract is awarded to successful Bidder or bidder formally (in writing) withdraws his bid. In event of such extension, bidders shall submit new EMD submitted as Bank Guarantee to cover the extended period of validity of their bids.

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 mentioned 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 Tender Opening

The technical bids will be opened before the committee on the e-Tendering 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 e-Tendering system. Decision of the committee will be final.

Qualified Bidders 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 tenderer 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 tender (if any) should be completed within the pre-scribed schedule given for bid preparation.

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

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

4.17 Commercial Bids

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

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.

4.18 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.

The bidder shall submit sample set of items mentioned under this eTender at the office of the Secretary/CEO MBOCWW Board, Kamgar Bhavan, 4th Floor, C-20, E Block, Opp. Reserve Bank, BKC, Bandra (E), Mumbai - 400051 only after opening of Technical Bid.

Bid samples of only the technically responsive bidders who comply and conform with qualification criteria and Bidding Forms would be sent to Government / Government approved laboratories for testing. The reports of such Government laboratories would be considered as final and no correspondence on such matters would be entertained. Test reports of Government laboratories would form an integral part of technical evaluation and be vital for compliance, evaluation and qualification criteria.

The MBOCWW board shall technically qualify only those bidders whose all items included in sample set are found as per the specifications mentioned under this eTender and approved by the Laboratory. The bidder shall be responsible for payment of laboratory charges.

4.19 Commercial Bid Evaluation

Commercial envelope of only those bidders who are qualified in Technical Evaluation and whose all items included in sample set are found as per the specifications mentioned under this eTender and approved by the laboratory 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.

4.20 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 the furniture items. The bidder shall undertake to supply, deliver and distribute the additional required quantities of the furniture items, if any as and when directed by MBOCWW board as per the above mentioned 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.



4.21 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.

4.22 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.

4.23 Confidentiality of the Document

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

4.24 Tender 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 Tendering 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.

4.25 Rejection Criteria

Besides other conditions and terms highlighted in the tender 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 Tender
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering 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.

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 Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect
- Bidders not quoting for the complete scope of Work as indicated in the Tender 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 Tender 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 Tender's 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 II – SCOPE OF WORK



5 Scope of Work

5.1 Overview of Scope of Work

MBOCWW Board intends to engage an Agency for implementation for Supply, Delivery and setting up of the fully furnished Worker Facilitation Centre (District & Regional Level) (hereafter referred to as “Service Provider”, “Agency”, “Vendor”, and “Bidder”).

#	Particulars	Description
1.	Design, Develop and Deliver Interior Design of the proposed WFC at District Level	<ul style="list-style-type: none">▪ Bidder / Agency shall Design, Develop and Deliver Interior Design of the proposed WFC at District Level▪ The Bidder / Agency shall submit minimum 3 different interior design layouts.
2.	Supply, Delivery and Installation of Furniture and fixtures, etc.	The Bidder / Agency shall Supply, Deliver and Install the furniture & fixtures, electrical cabling, painting, interior work, etc.
3.	Inspection and Testing	<ul style="list-style-type: none">▪ All the item under Bidder Scope of supply and delivery shall be tested according to the relevant standards.▪ All the certificates shall be accompanied with the materials being despatched to respective sites.
4.	Sample Testing	<ul style="list-style-type: none">▪ The Bidder / Agency shall submit 2 sample set of below mentioned items under this eTender.

5.2 Design, Develop and Deliver Interior Design of the proposed WFC at District Level

- All WFCs across Maharashtra shall have uniform, look and feel including but not limited to façade, interior layout, furniture design, overall colour scheme, branding, logo, etc. of the WFC.
- The Agency shall submit minimum 3 different interior design layouts in soft copy format as a part of Technical Proposal for Sample WFC containing following:
 - Concept
 - Branding - Logo for WFC



- Colour scheme
 - Interior Design Layout
 - 3D visual renderings
 - Electrical Layout
 - Parking Layout, etc.
- The Agency shall provide furniture and fixtures as per indicative specification provided in the eTender or of the equivalent quality.
 - MBOCWW board reserves right to select the interior design proposed by Bidder and also to suggest changes in the proposed interior design. The Agency shall be responsible to make changes as per the changes suggested by MBOCWW and design and develop end to end interior design of the proposed WFC, as per the approval of MBOCWW board.

5.3 Supply, Delivery and Installation of Furniture and fixtures, etc.

- The Agency shall be responsible to supply, Delivery and installation of the furniture & fixtures, electrical cabling, painting, interior work, etc.
- The Agency shall be responsible for defect liability period for one year from date of possession of the WFC at District and Regional Level by MBOCWW board.
- The Agency shall be responsible for providing a uniform look and feel, façade to all WFCs District and Regional Level, as per the approval of MBOCWW board.
- The Agency shall comply with any branding/ logo/ colour scheme for WFC District and Regional Level that Board prescribes.
- The delivery of service shall happen through the front end counters provided at the WFCs District and Regional Level.
- The Agency shall set up at least four counters at each WFC location District and Regional Level.
- The agency shall provide separate provision of comfortable working space for Authorized Officers of the MBOCWW board (eg. Assistant Commissioner of Labour, Government Labour Officer, Account Officer and Clerks)
- The Agency shall supply and install physical Infrastructure - Furniture and Fixtures Requirement at each WFCs as follows:



Sr.	Components	Quantity per WFC at District Level	Quantity per WFC at Regional Level	Quantity at Head Office
1	Table for Staff	8	12	20
2	Table for Office Cabin (Table with Side Unit)	4	6	7
3	High Back Revolving Chairs	5	7	7
4	Revolving Chairs for Staff	7	11	62
5	Revolving Chairs for Visitors	29	43	118
6	Revolving Chairs for Conference Room	7	0	30
7	8 Seater Conference Table	1	0	0
8	Customized Conference Table for Head Office (30 persons)	0	0	1
9	Office Cabin & Conference Room Size	1200 Sq Ft	1500 Sq Ft	5500 Sq. Ft.
10	Metal Storage Unit	5	7	15
11	3- Seater Metal Bench	5	5	5
12	Electrical Wiring and Fixtures, etc.	42	Lump sum per Location	Lump sum per Location
13	Painting Services	2940000 Sq.Ft	Lump sum per Location	Lump sum per Location
14	False Ceiling Services	58800 Sq. Ft	Lump sum per Location	Lump sum per Location
15	Air Conditioning	4	6	Centrally Air Conditioned
16	Drinking Water Cooler & Dispenser 40 Ltr.	1	1	1
17	Banner at Entrance	1	1	1
18	Laminated Posters	2	2	0



Sr.	Components	Quantity per WFC at District Level	Quantity per WFC at Regional Level	Quantity at Head Office
19	Notice Board - Checklist of documents (Size 3 * 5 feet)	1	1	0
20	Vertical Window Blinds with Roller	9000 Sq.Ft	Lump sum per Location	Lump sum per Location
21	Toilet / Urinals	42	Lump sum per Location	Lump sum per Location

The above requirements is minimum indicative requirement. MBOCWW board reserves rights to revise the quantities as per the layout design approved by MBOCWW board.

5.4 Inspection and Testing

- All the item under Bidder Scope of supply and delivery shall be tested according to the relevant standards. All the certificates shall be accompanied with the materials being despatched to respective sites.
- MBOCWW Board will obtain the certificated with Govt. Approved Agency for sample Inspection of Specifications of Material delivered by selected Agency.
- The Quantity of Materials delivered at each location shall be approved by the concerned Additional/Deputy Labour Commissioner.
- Bidder shall arrange all facilities required during inspection and testing at his cost.

5.5 Sample Testing

- The bidder shall submit 2 sample set of below mentioned items under this eTender at the office of the Secretary/CEO MBOCWW Board, Kamgar Bhavan, 4th Floor, C-20, E Block, Opp. Reserve Bank, BKC, Bandra (E), Mumbai - 400051 only after opening of Technical Bid.

Sr.	Item	Standard
1	Pre laminated particle board 18mm thickness 300mm X 300mm with 2 mm PVC edge banding – 3 Nos.	IS 12823:1990 or latest
2	Pre laminated particle board 25mm thickness 300mm X 300mm with 2 mm PVC edge banding – 3 Nos.	IS 12823:1990 or latest



Sr.	Item	Standard
3	HR polyurethane foam 300mm X 300mm – 3 Nos.	IS 7888 or latest
4	Hot pressed plywood 300mm X 300mm – 3 nos.	IS 303/1989 or latest
5	Twin wheel black nylon castors – 3 Pairs.	As per Standards
6	Steel pipe made of CRCA – D grade in 25mm dia and 1.6 mm thickness in 300mm length – 3 Nos.	IS 513 or latest
7	The steel epoxy powder coated pipe made of CRCA – D grade in 25mm dia and 1.6 mm thickness in 300mm length – 3 Nos.	IS 513 or latest
8	Suitable Aluminum HR grade frame section 3mm thick – 300mm length – 3 nos.	IS 2062 or latest
9	Toughened glass of 5 mm thickness – 300mm X 300mm –3 Nos.	IS 2835 or latest
10	Toughened glass of 10 mm thickness – 300mm X 300mm – 3 Nos.	IS 2835 or latest
11	Polyurethane foam reinforced with 3mm thick perforated MS sheet 300mm X 300mm – 3 Nos.	IS 7888 or latest
12	CRCA - D grade sheet 0.6mm thick 300mm X 300mm – 3 Nos.	IS 513 or latest
13	CRCA - D grade sheet 0.8mm thick 300mm X 300mm – 3 Nos.	IS 513 or latest
14	Epoxy Powder coated CRCA - D grade sheet 0.6mm thick 300mm X 300mm – 3 Nos	IS 13871:1993 or latest
15	Epoxy Powder coated CRCA - D grade sheet 0.8mm thick 300mm X 300mm – 3 Nos	IS 13871:1993 or latest

- The MBOCWW shall send above mentioned sample set for laboratory testing to Government approved Laboratories.
- The charges for laboratory testing shall be borne by the bidder.
- The bidder shall submit scanned copy of the demand draft of Rs. 1,00,000/- (Rupees only) towards testing charges along with technical bid.
- On the date of Technical bid opening, the MBOCWW board shall inform the bidders about the date and time for submission of the Sample sets and physical copy of the demand draft towards testing charges. Only after intimation received by the




MBOCWW board, bidder shall submit Sample sets and physical copy of the demand draft towards testing charges. The MBOCWW board reserves right to summarily reject the bid of the bidder fails to submit the samples and physical copy of demand draft as per the date and time of intimated by the MBOCWW board.

- The MBOCWW board shall technically qualify only those bidders whose all items included in sample set are found as per the specifications mentioned under this eTender and approved by the Laboratory.

6 Minimum Indicative Specifications for Major Components


The following are project component-wise minimum indicative specifications, however the Agency need to do their own assessment of technical specification & requirements for meeting all the requirements mentioned in the eTender document:

6.1 Table for Staff

Sr	Item	Minimum Specification		
		Width	Depth	Height
1	Dimension	1200	600	750
2	Indicative Image			
3	Specifications	The table top shall be made of pre- laminated particle board with minimum 18 mm thick and 15 mm thick understructure covered with PVC lipping. There shall be locking provided for top drawers and handles for all drawers.		
4	Make	Godrej or Nilkamal or Wipro or space wood or equivalent		




6.2 Table for Cabin (Table with Side Unit)

Sr	Item	Minimum Specification			
1	Dimensions	Model	Width	Depth	Height
		Overall	2100mm	1600mm	765mm
		Executive Desk	1800mm	795mm	765mm
		Side Unit	1600mm	500mm	650mm
2	Indicative Image				
3	Specification	<p>The main top shall be of Particle board 1800 x 795 mm. The top shall be minimum 25 mm thick plus 15 mm frame and 2 mm PVC lipping on top with 0.35 mm PVC lipping on frame.</p> <p>The Modesty panel shall be 1100 x 405 x 46 mm thick particle board with 0.35 mm thick PVC lipping.</p> <p>The Drawer Front shall be of size 500 x 170 x 16 mm thick Particle board with 0.35 mm thick PVC lipping.</p> <p>The Key board Tray shall be 578 W x 284 D x 16 mm with 0.35 mm Thick PVC lipping.</p> <p>The Extended Return Unit shall have all panels of minimum 16 mm thick Particle board.</p>			
4	Make	Godrej or Nilkamal or Wipro or space wood or equivalent			

6.3 High Back Revolving Chairs for Officer


Sr	Item	Minimum Specification			
1	Dimension	Width	Depth	Height	Seat Height
		76.3 CM	76.3 CM	97.0 - 109.0 CM	42.5 - 54.5 CM



Sr	Item	Minimum Specification
2	Indicative Image	
3	Specification	<p>The seat and back shall be made up of 1.2 ±0.1cm. thick hot-pressed plywood measured and upholstered with fabric upholstery covers and moulded Polyurethane foam.</p> <p>The back foam shall be designed with contoured lumbar support for extra comfort. The seat shall be extra thick foam on front edge to give comfort to popliteal area.</p> <p>The dimensions of back shall be 47.5 cm(W) x 69.5 cm(H) and of seat shall be 47.0 cm (W) x 48.0 cm (D).</p> <p>The HR polyurethane foam shall be moulded with density= 45±2 kg/m³ and hardness load 16 ± 2 kgf as per IS:7888 for 25% compression.</p> <p>The one-piece armrests shall be injection moulded from black Co.polymer Polypropylene.</p> <p>The mechanism shall be designed with 360° revolving type, Upright-position locking, Tilt tension adjustment, Seat/back tilting ratio of 1:3.</p> <p>The pneumatic height adjustment shall has an adjustment stroke of 12.0 ±0.3cm.</p> <p>The bellow shall be 3 piece telescopic type and injection moulded in black Polypropylene. The pedestal shall be injection moulded in black 33% glass-filled Nylon-66 and fitted with 5 nos. twin wheel castors.</p> <p>The pedestal shall be 66.3 ±0.5cm. pitch-center dia. (76.3 ±1.0cm with castors).</p> <p>The twin wheel castors shall be injection moulded in Black Nylon.</p>
4	Make	Godrej or Nilkamal or Wipro or space wood or equivalent




6.4 Revolving Chairs

Sr	Item	Minimum Specification			
1	Dimension	Width	Depth	Height	Seat Height
		76.3 CM	76.3 CM	85.5 - 97.5 CM	42.5 - 54.5 CM
2	Indicative Image				
3	Specification	<p>The seat and back shall be made up of 1.2 ±0.1cm. thick hot-pressed plywood measured and upholstered with fabric upholstery covers and moulded Polyurethane foam.</p> <p>The back foam shall be designed with contoured lumbar support for extra comfort.</p> <p>The seat shall be extra thick foam on front edge to give comfort to popliteal area. The dimensions of back shall be 47.5 cm(W) x 58.0 cm(H) and of seat shall be 47.0 cm (W) x 48.0 cm (D).</p> <p>The HR polyurethane foam shall be moulded with density= 45±2 kg/m³ and hardness load 16 ± 2 kgf as per IS:7888 for 25% compression.</p> <p>The one-piece armrests shall be injection moulded from black Co.polymer Polypropylene.</p> <p>The mechanism shall be designed with 360° revolving type, Upright-position locking, Tilt tension adjustment, Seat/back tilting ratio of 1:3.</p> <p>The pneumatic height adjustment shall has an adjustment stroke of 12.0 ±0.3cm. The bellow shall be 3 piece telescopic type and injection moulded in black Polypropylene. The pedestal shall be injection moulded in black 33% glass-filled Nylon-66 and fitted with 5 nos. twin wheel castors.</p> <p>The pedestal shall be 66.3 ±0.5cm. pitch-center dia. (76.3 ±1.0cm with castors). The twin wheel castors shall be injection moulded in Black Nylon.</p>			
4	Make	Godrej or Nilkamal or Wipro or space wood or equivalent			




6.5 Visitor Chairs

Sr	Item	Minimum Specification			
1	Dimension	Width	Depth	Height	Seat Height
		61.4 CM	64.5 CM	89.5 CM	46.5 CM
2	Indicative Image				
3	Specification	<p>The seat and back shall be made up of 1.2 ±0.1cm. thick hot-pressed plywood measured and upholstered with fabric upholstery covers and moulded Polyurethane foam.</p> <p>The back foam shall be designed with contoured lumbar support for extra comfort. The seat shall be extra thick foam on front edge to give comfort to popliteal area.</p> <p>The dimensions of back shall be 47.5 cm(W) x 58.0 cm(H) and of seat shall be 47.0 cm (W) x 48.0 cm (D).</p> <p>The HR polyurethane foam shall be moulded with density= 45±2 kg/m³ and hardness load 16 ± 2 kgf as per IS:7888 for 25% compression. The one-piece armrests shall be injection moulded from black Co.polymer Polypropylene.</p>			
4	Make	Godrej or Nilkamal or Wipro or space wood or equivalent			

6.6 Conference Table


Sr	Item	Minimum Specification			
1	Dimension	Model	Width	Depth	Height
		8 seater	2400	1200	745



Sr	Item	Minimum Specification
2	Indicative Image	
3	Specification	<p>The top shall be made from 25 mm thick pre- laminated board with 2 mm PVC edge beading. The understructure shall have side panels of 25 mm thick pre-laminated twin with 2 mm thick PVC lipping of same color on sides and 0.8 mm PVC lipping of matching color on the bottom curve.</p> <p>The Modesty shall be made from 18 mm thick pre-laminated board with 0.8 mm PVC lipping of matching color.</p> <p>Centre Support Panel For 8 - Seater shall have panels made from 25 mm thick pre- laminated twin with 2 mm PVC lipping of matching color on sides and 0.8 mm PVC lipping of matching color on the bottom curve.</p> <p>The wire management access flap and switch mounting tray made from matt silver anodized aluminium extrusion and plastic moulded components to facilitate access of electrical / data voice sockets from top Powder coated switch mounting tray shall be made from 0.8 mm and 1.2 mm MS sheet. Switches to be mounted on tray as per requirement .</p>
4	Make	Godrej or Nilkamal or Wipro or space wood or equivalent




6.7 Office Cabin & Conference Room

Sr	Item	Minimum Specification	
1	Dimension	Model	Width
		Partition Height from false ceiling to finished floor level	2400 mm (8 ft.) - 3000 mm (10 ft.)
		Width per panel	300 mm (1 ft.) - 2400 mm (8 ft.)
2	Indicative Image		
3	Specification	<p>Aluminium section shall be made of Aluminium Alloy 63400-WP and shall be anodized.</p> <p>The frame structure shall be made by joining various extrusions brackets of 3 mm Thick HR (IS-2062) and screws as per the elevations.</p> <p>The framing shall be finished with Pre laminated Tile made of 9 mm PLT board (IS 12823:1990), the cut edges of tile shall be covered with 0.5 mm thick PVC lipping.</p> <p>The Glass used for partition shall be 5 mm thick clear toughened galls (IS 2835). PVC Rubber exclusion fixed on to the extrusion profile.</p> <p>Door Frame shall be made of Aluminium extrusions in anodized finish.</p> <p>Double Side opening Glass door shall be provided with Floor Spring, Handle for Door and top/bottom patches. The Door shall be made of 10 mm thick clear toughened glass (IS – 2835)</p> <p>Vitrified Flooring / Vinyl Carpet as per the approval of Layout by MBOCWW Board.</p>	




Sr	Item	Minimum Specification
		Rate shall be inclusive of providing and fixing of all required items as per the design proposed by the bidder and approved by MBOCWW board.
4	Make	Godrej or Nilkamal or Wipro or space wood or equivalent

6.8 3 - Seater Metal Bench

Sr	Item	Minimum Specification								
1	Dimension	<table border="1"><thead><tr><th>Width</th><th>Depth</th><th>Height</th><th>Seat Height</th></tr></thead><tbody><tr><td>165.5 cm</td><td>66.5 cm</td><td>87.0 cm</td><td>42.5 cm</td></tr></tbody></table>	Width	Depth	Height	Seat Height	165.5 cm	66.5 cm	87.0 cm	42.5 cm
Width	Depth	Height	Seat Height							
165.5 cm	66.5 cm	87.0 cm	42.5 cm							
2	Indicative Image									
3	Specification	<p>The Seat shall be made from high density self-skin PU foam reinforced with 3mm M.S. perforated sheet insert. The PU foam having density of 520±10 kg/m³ with a Shore 'A' hardness of 55±5. (Seat Size: 52.0 cm (W) x 46.5 cm (D))</p> <p>The Back shall be made from high density self-skin PU foam reinforced with 3mm M.S. perforated sheet insert. The Pu Foam having density of 520±10 kg/m³ with a Shore 'A' hardness of 55±5. (Seat Size: 52.0 cm (W) x 51.5 cm (H))</p> <p>The Cross Beam shall be made up of black powder coated M.S E.R.W. square tube of size 6.0±0.05cm x 6.0±0.05cm x 0.18±0.016cm thk fitted with polypropelene endcaps.</p> <p>The Leg & Armrest shall be made up of powder coated High pressure Aluminium Die cast. Leg Are fitted with soft grip PVC level adjusting shoe</p>								
4	Make	Godrej or Nilkamal or Wipro or space wood or equivalent								



6.9 Metal Storage Unit

Sr	Item	Minimum Specification		
1	Dimension	Width	Depth	Height
		916	486	1981
2	Indicative Image			
3	Specification	<p>Storage shall have shelf thickness of minimum 0.7 mm, Back thickness of 0.8mm, Door thickness of 0.8mm (high yield strength) and all other components shall have a thickness of 0.9mm.</p> <p>These components shall be made of CRCA 'D' grade high yield strength as per IS:513.</p> <p>The glass door storwel shall have a brass handle and a 2 way locking mechanism with shooting bolt .</p> <p>It should have a height wise adjustable shelf mounting which shall have a Uniformly Distributed Load Capacity of max 40 Kg.</p> <p>It should also have a M10 Screw type Leveller with Hex plastic base.</p> <p>The finishing shall include Epoxy powder coated to the thickness of 50 microns (+/- 10).</p>		
4	Make	Godrej or Nilkamal or Wipro or space wood or equivalent		

6.10 Air Conditioning

Sr	Item	Minimum Specification
1	Nominal Cooling Capacity [Ton/(Kcal/hr)]	2.0/6000 Ton/(Kcal/hr) or more
2	Nominal Cooling Capacity (Ton)	2.0 Ton or equivalent
3	BEE Star Rating	5
4	Type Of Air Conditioner	1:1 High wall Split AC
5	Indian Standard	IS 1391



Sr	Item	Minimum Specification
6	Coil Material	CU

6.11 Drinking Water Cooler & Dispenser 40 Ltr.

Sr	Item	Minimum Specification
1	Body Material	Stainless steel/ galvanized steel body
2	Tank Type	high quality stainless steel tank
3	Compressor	Reciprocating
4	Cooling Capacity (Ltr /hr)	40
5	Dimensions (WxDxH)	400x400x1205
6	Net weight (kg)	35
7	Number of Faucets	1
8	Rated current (amp)	2.5
9	Refrigerant	R-134A
10	Total storage capacity	40
11	Type	Storage

6.12 Vertical Window Blinds roller

Sr	Item	Minimum Specification
1	Conforming To BIS Specification No IS: 177-1989 Latest	Yes
2	ISI. Marked	Yes
3	Colour	Any Vat dyed shade other than M.K. / O.G. on M.K. Base
4	Variety No As Per IS	Variety No 3, preshrunk
5	Shrinkage Or Elongation Percent, Max (Warpway And Weftway)	3.0 (V. No 3, preshrunk quality)
6	Weave	3 up 1 down warp faced Twill



6.13 Painting Services

Sr	Minimum Specification
1	<p>Providing & applying plastic emulsion paint on walls, columns & ceilings. The rate shall include scrapping, levelling & preparing the surface. Primer coat (Asian/ Nerolac / Berger or equivalent) + (minimum) 3 coats to get evenly spread quality finish (roller finish) of approved make, quality & finish shall be provided as directed by MBOCWW Board. Finish with wall putti wherever necessary before plastic emulsion paint.</p> <p>The base has to be smooth sand faced cement plaster with a base coat of water proof primer as per shade required after duly clearing off any unwanted scratches and undulations by sand papering or using a wire brush before actual application begin complete including cost of all material, labour, machinery, T&P, curing, all leads, lifts and sampling, testing and water arrangements complete as per drawings, requirements, specification and as directed by the MBOCWW Board.</p>

6.14 False Ceiling

Sr	Minimum Specification
1	<p>Providing and fixing ½” thk. Gypsum board false ceiling at levels. Rate shall be inclusive of all Gypsum components contained G.I. perimeter channels of size 0.55 mm thick having one flange of 20mm and another flange of 30mm and a web of 27mm along-with perimeter of ceiling, screw fixed to brickwall/partition with the help of nylon sleeves and screws, at 610mm centres. The suspending G.I. intermediate channels of size 45mm, 0.9mm thick with two flanges of 15mm each from the soffit at 1220mm centres with ceiling angle of width 25mm x 10mm x 0.55 thick fixed to soffit with G.I. cleat and steel expansion fasteners at every 610mm c/c. Ceiling sections of 0.55mm thickness having knurled web of 51.5mm and two flanges of 26mm each with lips of 10.5mm are then fixed to intermediate channel with the help of connecting clip and in direction perpendicular to the intermediate channel at 457mm centres. 12.5mm tapered edge Gypsum board is then screw fixed to ceiling section with 25mm drywall screws driver or drilling machine with suitable attachment. The boards are to be jointed and finished so as to have a flush look which includes filling and finishing the tapered and square edge of the boards with jointing compound & joint paper tape. Rate shall be inclusive of Cut outs for A/c machines, spot lights, light fixtures, A/C. Grills, fire and security systems cut outs, All Sections should adhere to the manufacturers' guidelines.</p>
2	<p>Providing and fixing (Fine Fissured Micro Look with Tagular Edge using 15mm Grid sections) false ceiling of size 24”x24” at levels as per the design approved by MBOCWW Board.</p> <p>Rate shall be inclusive of providing the total system with installation etc. The contractor has to maintain all tiles in good order and replace the defected tiles (at his own cost) before handing over the site.</p>



6.15 Electrical Wiring and Fixtures, etc.

Sr	Minimum Specification
1	The internal electrification of WFC shall include all electrical installation work of all points such as lights, fan, call bell, light plug and power plug points etc. All internal wiring shall be with PVC insulated stranded copper conductor cables of 1100 volts grades in concealed type PVC rigid conduits of heavy quality.
2	Providing and fixing of light fittings, ceiling fans are included in the scope of this contract and fixing of connectors at all light points, fan hook and box and connector for all ceiling fan points, providing and fixing of call bell at bell points, is also included in the scope of this contract.
3	The installation shall strictly comply with the following acts/rules/ specifications amended upto date.

6.16 Flooring

Sr	Minimum Specification
1	The bidder shall supply, deliver and fix the Vitrified Glossy Tiles(600 x 600mm) as per the site requirements. The design, size, etc shall be as per the Layout approved by MBOCWW Board.
2	Rate shall be inclusive of providing with installation etc. The contractor has to maintain all tiles in good order and replace the defected tiles (at his own cost) before handing over the site.

6.17 Toilet / Urinals

Sr	Minimum Specification
1	The bidder shall supply, deliver and install Toilet/Urinals as per requirements of concerned municipal council/corporations. The design, size, etc shall be as per the Layout approved by MBOCWW Board.
2	Rate shall be inclusive of providing with installation etc. The contractor has to maintain all tiles in good order and replace the defected items (at his own cost) before handing over the site.



7 List of locations

7.1 Worker Facilitation Centres (WFCs) at District Level

#	Region	List of districts for establishing WFCs
1.	Konkan & Mumbai	North Mumbai
2.		South Mumbai
3.		Raigad
4.		Ratnagiri
5.		Sindhudurg
6.		Palghar
7.		Thane
8.		Kalyan
9.		Bhiwandi
10.	Nagpur	Gondia
11.		Wardha
12.		Bhandara
13.		Gadchiroli
14.		Chandrapur
15.	Amravati	Akola
16.		Yavatmal
17.		Washim
18.		Buldhana
19.	Nashik	Nashik
20.		Ahmednagar
21.		Dhule
22.		Nandurbar
23.		Jalgaon
24.	Aurangabad	Beed
25.		Jalana

eTender for Selection of Agency for Supply, Delivery and Setting up of the Fully furnished Worker Facilitation Centre (District & Regional Level)



#	Region	List of districts for establishing WFCs
26.		Nanded
27.		Latur
28.		Hingoli
29.		Osmanabad
30.		Parabhani
31.	Pune	Solapur
32.		Sangli
33.		Satara
34.		Pimpri Chinchwad
35.	Kolhapur	Ichalkaranji

7.2 Worker Facilitation Centres at Regional Level

#	Region	List of Locations for establishing WFCs at Regional Level
1.	Mumbai	Mumbai Head Office
2.	Konkan & Mumbai	Mumbai city OR North Mumbai OR South Mumbai
3.	Nagpur	Nagpur
4.	Amravati	Amravati
5.	Nashik	Nashik
6.	Aurangabad	Aurangabad
7.	Pune	Pune

*The MBOCWW board reserves right to change the above locations.



8 Proposed deployment of manpower resources at each office premises

8.1 WFC at District Level

Sr	Position	Numbers	High Back Revolving Chair	Revolving Chair	Visitor Chair	Cabin
1	Assistant Commissioner (Labour)	1	1 + 1 at Conference Room	0	2	Yes
2	Government Labour Officer	2	2	0	4	Yes
3	WFC Incharge	1	1	0	2	Yes
4	Asst. Account Officer	1	0	1	2	No
5	Clerk	2	0	2	4	No
6	Data Entry Operator	4	0	4	8	No
7	Field Agents	2	0	0	2	No
8	Office Assistant/Peon	2	0	0	2	No
9	Driver	1	0	0	1	No
	Total	16	5	7	29	

* Additional 7 Revolving Chairs for Conference Room

8.2 WFCs at Regional Level

(This manpower would be stationed for Regional Office over and above the manpower mentioned above in section 8.1 for managing WFC activities)

Sr	Position	Numbers	High Back Revolving Chair	Revolving Chair	Visitor Chair	Cabin
1	Deputy Commissioner (Labour)	1	1	0	2	Yes



Sr	Position	Numbers	High Back Revolving Chair	Revolving Chair	Visitor Chair	Cabin
2	Government Labour Officer	1	1	0	2	Yes
3	Asst. Account Officer	1	0	1	2	No
4	Steno/Typist	1	0	1	2	No
5	Sr. Clerk	1	0	1	2	No
6	Jr. Clerk	1	0	1	2	No
7	Driver	1	0	0	1	No
8	Peon	1	0	0	1	No
	Total	8	2	4	14	

8.3 Activities/ Functions at each WFC is as follows:

Sr.	Activities / Functions at WFC
1.	Registration
2.	Verification and Approval
3.	Training/Video Conference, Welfare Awareness Program
4.	Help Desk
5.	CCTV Monitoring

8.4 Work Flow at each WFC

Sr.	Activities / Functions at WFC
1.	Workers enters into WFC, wait in queue for their turn to submit documents
2.	Worker Submits Registration Form and Supporting Documents & Registration Fees along with annual subscription fees
3.	Operator Enter Details into System, Scans supporting document into System, Captures Workers Photograph, Biometrics and stores documents in storage box



Sr.	Activities / Functions at WFC
4.	Operator handover the registration kit containing scheme details payment receipt, etc. to worker and directs worker to GLO
5.	GLO will approve the Registration Form in System after workers application form is displayed along with supporting documents on the GLO screen
6.	10 minutes presentation in Training room to workers explaining them regarding the schemes and finally handing over the laminated registration cards

9 Welfare Schemes for Construction Workers

The various welfare schemes that are rolled out up till now by the Board for the welfare of Construction Workers are as follows:

Scheme No.	Scheme Benefits
Scheme No. 1	Financial Assistance of Rs. 15,000/- (Fifteen Thousand) for natural delivery and Rs. 20,000/- (Fifteen thousand) for delivery by caesarean operation to the wife of registered male worker and/or to the registered female worker.
Scheme No. 2	Educational Assistance of Rs. 2400/- (Two Thousand Four hundred) to the children studying in 1st to 7th std. and Rs. 2500/- (Two Thousand Five hundred) for the children studying in 8th std. to 10th std. of the registered worker.
Scheme No. 3	Educational Assistance of Rs. 10,000/- (Ten Thousand) to the children of the registered worker scoring 50% or more marks in 10th and 12th standard (For 2 Children's).
Scheme No. 4	Educational assistance of Rs. 10,000/- (Ten Thousand) to the children of the registered workers studying in 11th and 12th standard (For 2 Children's).
Scheme No. 5	Educational assistance of Rs. 20,000/- (Twenty Thousand) to the children of the registered worker studying in 1st, 2nd, and 3rd Year of graduation.
Scheme No. 6	Educational assistance of Rs. 1, 00,000/- (One Lakh) to the children of the registered worker for Medical degree Education and Rs. 60,000/- (Sixty Thousand) for Engineering degree Education in the Government recognised college or institute. (Educational Year)
Scheme No. 7	Educational Assistance of Rs. 20,000/- (Twenty Thousand) to the children of the registered worker taking Diploma Courses and Rs.



Scheme No.	Scheme Benefits
	25,000/- (Twenty Five Thousand) for Post-Graduation, Diploma Courses.
Scheme No. 8	Financial Assistance of Rs. 1, 00,000/- (One lakh only) to the only female child of the registered worker who or whose spouse has done family planning operation after the only female child. (To be fixed in the bank in the name of female child till she attains 18 years of the age).
Scheme No. 9	Financial Assistance of Rs. 2, 00,000/- (Two Lakh) to the registered worker in case of 75% or more permanent disability.
Scheme No. 10	Funeral Benefit of Rs. 10,000/- (Ten Thousand) to the nominated heir of deceased registered worker
Scheme No. 11	Financial Assistance of Rs. 24,000/- (Twenty Four Thousand) p.a. up to 5 years to the widow or widower in case of death of registered worker.
Scheme No. 12	Financial assistance of Rs. 5, 00,000/- (Five lakh) to the legal heir, in case of death of registered worker during the course of employment.
Scheme No. 13	Medical Assistance of Rs. 1, 00,000/- (One Lakh) for the treatment of serious ailments for registered worker and his/her family members.
Scheme No. 14	Reimbursement of the MS-CIT course fees to the children of registered worker
Scheme No. 15	Financial assistance of Rs. 30,000/- (Thirty Thousand) towards the first self-marriage expenses to the registered worker
Scheme No. 16	Distribution of personality Development Book Set to the children of registered construction workers.
Scheme No. 17	Direct Benefit Transfer of Rs. 3000/- per worker to the registered beneficiary workers for the purchase of daily need goods.
Scheme No. 18	Financial Assistance of Rs.6000/- to the registered Construction worker who has taken treatment in Drug De- addiction Centre.
Scheme No. 19	Pradhan Mantri Jeevan Jyoti Vima Yojna for registered construction Workers between age 18-50 years Rs.300/- (Three Hundred) (Instalment per year)
Scheme No. 20	Pradhan Mantri Suraksha Vima Yojna for registered construction Worker Rs 12/- (Twelve Rupees) (Instalment per year)
Scheme No. 21	Assistance for purchase of tools for Rs.5000/- once every three years per Family
Scheme No. 22	Recognition of Prior Learning (RPL) of Construction Workers
Scheme No. 23	Mahatma Jyotiba Phule Jan Arogya Yojana for registered worker (All Scheme benefits of Public Health Department)
Scheme No. 24	Financial Assistance of Rs. 2, 00,000/- (Two Lakhs) to Registered



Scheme No.	Scheme Benefits
	Construction workers for Natural Death on Duty.
Scheme No. 25	Financial Assistance of Rs. 2, 00,000/- (Two Lakhs) to Registered Construction workers covered under PM AWAS Yojna.
Scheme No. 26	Financial Assistance of Rs. 2, 00,000/- (Two Lakhs) to Registered Construction workers for repaying interest of Loan taken for Construction of house or Purchase of House.
Scheme No. 27	Distribution of Safety Kit for Registered Construction Workers of MBOCWW Board.
Scheme No. 28	Distribution of Essential Kit for Registered Construction Workers of MBOCWW Board.

10 Project & Payment Schedule

10.1 Project deliverables

The Agency has to deliver the following deliverables to the Purchaser 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 eTender but not listed here and those agreed by Agency in response to any request from the purchaser. The timelines for producing each of these deliverables will be in line and closely linked with the overall project timeline as indicated in this eTender.

Any conflict with respect to project and/or deliverable timelines will have to be resolved by Agency in consultation with the purchaser 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.

#	Sub-Component	Expected Minimum Deliverable
1	Project Management	<ul style="list-style-type: none">Performance Bank GuaranteeSchedule for WFC Establishment
2	Design, Develop and Deliver Interior Design of	<ul style="list-style-type: none">3 different Interior Layout Designs for the Proposed WFC at District Level



#	Sub-Component	Expected Minimum Deliverable
	the proposed WFC as per the changes suggested and approved by MBOCWW Board	<ul style="list-style-type: none">3 different Interior Layout Designs for the Proposed WFC at Regional Level
3	Supply, Delivery and Installation of Furniture and fixtures, etc.	<ul style="list-style-type: none">Supply, Delivery and Installation of FurnitureEstablishment of infrastructure at WFCs as per the approved Interior Layout plan by MBOCWW BoardWFC Completion Certificate from MBOCWW Board for successful Establishment of WFC

10.2 Project timelines

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

#	Activity	Time Completion (Months)
1	Submission of plan for provisioning of WFCs at each District and Regional Level	T + 0.5
2	Supply, Delivery and installation of furniture & Fixtures at each District and Regional Level WFCs	T + 2
3	WFC Completion Certificate from MBOCWW Board for successful Establishment at each District and Regional Level WFCs	T + 3

Note:

1. T, as referred above, is the date of signing of contract between selected Agency and the Purchaser
2. Within 1 day from the date of issue of acceptance letter, the Agency shall begin the works and shall regularly proceed with and complete the same on or before the "Time Completion" stated in the Timelines.



10.3 Payment terms

10.3.1 Overview

- Bidder has to seek approval from purchaser before raising an invoice against the specified payment milestones. All payments shall be made to the successful bidder only after due verification of SLA compliances/ non-compliance & applicable penalty as mentioned in the SLA Monitoring section of this eTender
- Purchaser shall not be required to make any payments in respect of the Services, Deliverables, obligations and scope of work mentioned in the eTender and Agreement other than those covered in the table as per Payment Terms. For the avoidance of doubt, it is expressly clarified that the payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of performance of obligations under the eTender and Agreement including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes which are addressed in this Clause

The payments to the selected bidder shall be made as follows:

10.3.2 Supply, Delivery and Installation of Furniture and fixtures, etc.

#	Milestone	Payment Amount
1	On Approval of the Interior Layout Design of WFC and WFC combined with Regional Office by designated MBOCWW Board official for each location	5% of the Supply, Delivery and Installation of Furniture and fixtures, etc. for each location
2	Completion of Painting, Electrical, flooring and False Ceiling requirements for each location and submission of the Completion Certificate duly approved	10% of the Supply, Delivery and Installation of Furniture and fixtures, etc. for each location



#	Milestone	Payment Amount
	by designated MBOCWW Board official for each location	
3	Supply and Delivery of Furniture and fixtures, etc. for each location and submission of the Delivery Certificate duly approved by designated MBOCWW Board official at each location and Inspection report for random items from Govt. Approved Agency certifying the specifications of the finished items	50% of the Supply, Delivery and Installation of Furniture and fixtures, etc. for each location
4	On Completion of Fully furnished offices premises as per the approved Layouts for each location and Submission of the WFC Completion Certificate duly approved by designated MBOCWW Board official for successful Establishment of each location	25% of the Supply, Delivery and Installation of Furniture and fixtures, etc. for each location
5	On Completion of the Defect Liability Period of 1 Year	10 % on completion of Defect Liability Period of 1 year.

10.3.3 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. The Agency shall bear all income/corporate taxes, levied or imposed on the Agency on account of payments received by it from the purchaser for the work done under this Contract. The



Agency shall bear all other taxes such as GST, sales tax, octroi, VAT, custom duty, service tax, etc.

11 Terms and Conditions

Terms and conditions for bidders who participate in the tender 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 tender process.

11.1 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 Tender and the Bid, the terms hereof shall prevail.

11.2 Key Performance Measurements

- Unless specified by the Purchaser to the contrary, the Agency shall deliver the goods, perform the Services and carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under Service Level Agreement.
- If the Contract / Service 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 / Services and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

11.3 Commencement & Progress

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

- The Agency shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- The Agency shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work and that the Agency's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.
- The Agency shall perform the activities / services 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, engineering and security practices. It shall employ appropriate advanced technology and engineering practices and safe and effective equipment, machinery, material and methods. The Agency 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.

11.4 Agency's Obligations

11.4.1 Scope of Work

- The Agency's obligations shall include all the activities as specified by the Purchaser in the Scope of Work and other sections of the Tender and Contract and changes thereof to enable Purchaser to meet the objectives and operational requirements.

11.4.2 Ethics

Agency 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 Board, 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.

11.4.3 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 eTender will be ineligible for further processing.

11.5 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 Agency.
- Purchaser shall ensure that timely approval is provided to the Agency as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.
- The Purchaser’s Representative shall interface with the Agency, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.
- Purchaser may provide on Agency’s request, particulars/information/ or documentation that may be required by the Agency for proper planning and



execution of work and for providing services covered under this contract and for which the Agency may have to coordinate with respective vendors.

11.6 Events of Default by the Agency

The failure on the part of the Agency 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 Agency. The events of default as mentioned above may include inter-alia the following:

- The Agency/ Agency's Team has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work or provide services under the Contract, or
- The Agency/ Agency's Team has failed to confirm / adhere to any of the key performance indicators as laid down in the Key Performance Measures / Service Level Agreements, or if the Agency has fallen short of matching such standards / benchmarks / targets as the Purchaser may have designated with respect to the system or any goods, task or service, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of the Agency may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Purchaser;
- The Agency has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Purchaser, despite being served with a default notice which laid down the specific deviance on the part of the Agency/ Agency's Team to comply with any stipulations or standards as laid down by the Purchaser; or
- The Agency/ Agency's Team has failed to adhere to any amended direction, instruction, modification or clarification as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract



- The Agency/ Agency's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract
- There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Agency.
- The Agency/Agency's Team has failed to comply with or is in breach or contravention of any applicable laws.
- The Agency / Agency's team are involved in fraud/wilful misconduct

Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Agency, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Sixty (60) days to enable such defaulting party to remedy the default committed.

Where despite the issuance of a default notice to the Agency by the Purchaser the Agency fails to remedy the default to the satisfaction of the Agency, 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.

11.7 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 project and the Services which the Agency shall be obliged to comply with which may include re-determination of the consideration payable to the Agency as agreed mutually by Purchaser and Agency or through a third party acceptable to both parties. The Agency shall in addition take all available steps to minimize loss resulting from such event of default.



- Suspend all payments to the Agency under the Contract by a written notice of suspension to the Agency, provided that such notice of suspension:
 - Shall specify the nature of the failure; and
 - Shall request the Agency to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Agency.

11.8 Terminate the Contract in Full or Part

- Retain such amounts from the payment due and payable by the Purchaser to the Agency as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Agency 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 Agency and Agency'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 Agency as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

11.9 Breach and Rectification

In the event that the Agency 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 Agency 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 Agency, there is a delay of more than 4 weeks in the Project Implementation Phase by the Agency prior to the implementation stage, the Purchaser may terminate this Agreement after affording a reasonable opportunity to the Agency to explain the circumstances leading to such a delay. Further, the Purchaser may also invoke the Performance Guarantee of the Agency. Pursuant to the termination, Agency shall transfer all the project related assets to Purchaser.
- Where a change of control of the Agency has occurred whereby the Agency has merged, amalgamated or been taken over, due to which the majority shareholding of the Agency 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.

11.10 Protection and Liabilities

- The Agency warrants that the goods supplied under this contract shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of this type. The goods shall be in full conformity with the specifications and shall operate properly and safely. All recent design improvements in goods, unless provided otherwise in the Contract, shall also be made available.
- The Purchaser shall promptly notify the Agency in writing of any claims arising under this warranty.
- Upon receipt of such notice, the Agency shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Purchaser may have against the Agency under the Contract.
- If the Agency, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as



may be necessary, at the Agency's risk and expense and without prejudice to any other rights which the Purchaser may have against the Agency under the Contract.

11.10.1 Third Party Claims

- Agency (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;

11.10.2 Limitation of Liability

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

- Agency shall not in any event be liable for any special, indirect, incidental, punitive, exemplary or consequential damages except with respect to the bodily injury (including death) and damage to real and tangible personal property caused by Agency's negligence/ fraud/wilful misconduct.
- Neither this Agreement nor the services delivered by Agency 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
- Title and Risk of Loss: Agency shall bear the risk of loss on Assets up to the time they are transferred and handed over to the Purchaser - after which it shall stand



transferred to the Purchaser. Agency shall arrange and pay for insurance to cover such item until it is transferred and even after the transfer of the Assets till the insurance policies come up for a renewal.

- Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, the Purchaser shall not be liable to Agency 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.

11.11 Termination

11.11.1 Conditions for Termination

- The Purchaser may, terminate this Contract in whole or in part by giving the Agency 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 Agency / Agency's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Agency to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.
- Where it comes to the Purchaser's attention that the Agency (or the Agency'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 Agency's Bid, the Tender or this Contract.
- Where the Agency'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 Agency, any failure by the Agency to



pay any of its dues to its creditors, the institution of any winding up proceedings against the Agency or the happening of any such events that are adverse to the commercial viability of the Agency. 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 Agency, without compensation to the Agency, if the Agency 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 Agency shall be given a period of 30 days to demobilize itself,
- The Agency 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 3 months in advance indicating its intention to terminate the Contract.

11.11.2 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 Agency 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 Agency 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 Agency /Agency's Team or due to the fact that the survival of the Agency 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 Agency as agreed mutually by Purchaser and Agency or through a third party acceptable to both parties may pay the Agency for those goods that have been satisfactorily installed and commissioned and for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Agency 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 Agency 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 Agency. In case of any loss or damage due to default on the part of the Agency in performing any of its obligations with regard to executing the scope of work under this Contract, the Agency shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the Agency's Team and/or all third parties appointed by the Agency 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 Agency's Bid, the Tender and this Contract, in an identical manner as were being performed before the collapse of the Agency 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.

11.11.3 Dispute Resolution

- The office of the Purchaser and the Agency 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 Agency 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.

11.12 Audit, access and reporting

11.12.1 Purpose

- This section details the audit, access and reporting rights of Purchaser and the respective obligations of Agency under the contractual terms of Project Implementation, Operation and SLA Management.
- Purchaser shall engage a suitable, neutral and technically competent third party agency or agencies for conducting audit and certification, upon intimation by the Agency that the system implementation is complete.
- The Agency being notified of any deviations from the agencies nominated by Purchaser regarding deviations from norms, standards or guidelines shall at the earliest instance, take all corrective measures required in least possible time.

11.12.2 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 during the Project



Implementation Phase and the Operation and Management Phase in accordance with such agreed timetable and shall not be required to give the Agency 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 Agency, a security violation, or breach of confidentiality obligations by the Agency, provided that the requirement for such an audit is notified in writing to the Agency 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 Agency 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 Agency 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.

11.12.3 Access

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



11.13 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.

11.14 Address of Communication

Bids should be addressed to the Secretary, Maharashtra Building and Construction Workers' Welfare Board at below given address:

The Secretary/CEO,
Maharashtra Building and Other Construction Workers Welfare Board.
Kamgar Bhavan, E-Block, C-20,
Banda-Kurla Complex, Bandra (E),
Mumbai – 400 051

11.15 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.

11.16 Performance Bank Guarantee

The performance bank guarantee of 5% of contract value/ Bid value of successful bidder 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 for post



implementation support. The performance guarantee shall be discharged by the Purchaser to the bidder after 3 months post the completion of contract.

The Agency 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.

11.17 Service Level Agreement

Purchaser is looking at a very professional approach in the project implementation and its operations. Bidders will have to match to the expectations of the service levels given in subsequent section.

11.18 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.

11.19 Guarantees

Vendor should guarantee that the hardware systems delivered to the Purchaser are brand new, including all components. All hardware must be supplied with their original and complete printed documentation.

11.20 Use of Assets by the Selected Agency

During the contract period the Agency shall:

- Take all reasonable and proper care of the entire infrastructure used for the Project and other facilities leased / owned / operated by the Agency exclusively in terms



of ensuring their usability for the delivery of the Services as per this Project (hereinafter the “Assets”) in proportion to their use and control of such Assets; and

- Keep all the tangible Assets in as good and serviceable condition (reasonable wear and tear excepted) as at the date the Agency takes control of and/or first uses the Assets and during the entire Term of the Agreement.
- Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of the Assets and which are provided to the Agency will be followed by the Agency and any person who will be responsible for the use of the Assets;
- Take such steps as may be properly recommended by the manufacturer of the Assets and notified to the Agency or as may, in the reasonable opinion of the Agency, be necessary to use the Assets in a safe manner;
- Ensure that the Assets that are under the control of the Agency, are kept suitably housed and in conformity with Applicable Law;
- Procure permission from the Purchaser or its nominated agencies and any persons duly authorized by them to enter any land or premises on which the Assets are for the time being sited so as to inspect the same, subject to any reasonable third party requirements; not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law.
- Not knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to Applicable Law;
- Use best efforts to ensure that no lien, mortgage, hypothecation or any other charge is created over the Assets. Selected agency agrees that they will inform the Purchaser immediately if Agency feels or comes to know that a charge may be / has been created over any Asset(s). In the event a charge is created over any of the Assets / Goods which are owned by the Purchaser, the Purchaser shall have the right to get the charge removed at the risk, cost, expense of the Agency and it shall make good all losses, damages, costs, fees, cess, duties, etc. borne or suffered by the Purchaser due to creation of such charge and/or in removal of such charge and/or in discharging the obligations for removal of such charge



11.21 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 tendering process and reject all tenders at any time prior to award of control, without thereby incurring any liability to the affected Agency(s) or any obligation to inform the affected Agency(s) of the grounds for the Purchaser's action.

11.22 Risk Purchase Clause

In case the selected bidder fails to execute the project as stipulated in the delivery schedule, the Purchaser, reserves the right to procure similar services from alternate sources at the risk, cost and responsibility of the Agency. Before taking such a decision, the Purchaser would give a notice period of 1 month.

11.23 Quality of Materials & Workmanship & Test

All materials and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the MBOCWW boards instructions and shall be subjected from time to time to such tests as the MBOCWW boards may direct at the place of manufacture or fabrication or on the Site or at an approved testing laboratory.

The Agency shall upon the instruction of the MBOCWW board furnish it with documentation like Test reports for each item to prove that the materials & goods comply with the requirements of contract and for requirement stated above. The MBOCWW board may issue instruction in regard to removal of material from site or any work, if these are not in accordance with the Contract. The Agency shall provide such assistance instruments, machinery, labour and materials as are normally required for examining, measuring, sampling and testing any material or part of work before incorporation in the works for testing as may be selected and required by the MBOCWW board.



11.24 Access for Inspection

The MBOCWW board and their respective representatives shall at all reasonable times have free access to the work and / or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Agency shall give to the MBOCWW board and their representatives every facility necessary for checking measurements, inspection and examination and test of the materials and workmanship.

11.25 Quantities

The Bill of Quantities (BOQ), unless otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurement and quantities in B.O.Q. are to be considered as estimated and not accurate. The rates quoted shall remain valid for variation of quantity against each individual item.

11.26 Works to be Measured

The MBOCWW Board may from time to time intimate to the agency that it requires the works to be measured, and the Agency shall forthwith attend or send a qualified Representative to assist the MBOCWW board in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Agency not attend or neglect or omit to send such Representative, then the measurement taken by the MBOCWW board or its representatives shall be taken to be correct measurements of the works.

11.27 Variations

No alteration, omission or variation ordered in writing by the MBOCWW board shall vitiate this contract. In case the MBOCWW board proper at any time during the progress of the



works to make any alterations in, or additions to or omissions from, the works or any alteration in the kind or quality of the materials to be used therein, the MBOCWW board shall give notice thereof in writing to the Agency or shall confirm in writing within seven days of giving any such oral instructions. The Agency shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Agency shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, stipulations, specifications or Contract Drawings without the previous consent in writing of the MBOCWW board and the value of such extras, alterations, additions or omissions shall in all cases be determined by the MBOCWW board in accordance with the unit rates approved by MBOCWW board under this eTender, and the same shall be added to or deducted from the Contract value, as the case may be.

11.28 Work is to be carried out to the MBOCWW board

The Agency shall carry out all the works strictly as per the approval of MBOCWW board. If in the opinion of the MBOCWW board changes have to be made in the works, the Agency shall carry out the same, and payment, if any, arising out of these shall be made as per the terms of the Contract.

11.29 Inspection Visit

The MBOCWW board shall be entitled during manufacture, to inspect on the Agency's premises during working hours to check the materials and workmanship and the progress of manufacture of all fabrication materials / items to be supplied under the Contract. Such inspection, examination or testing if made shall not relieve the Agency from any obligation under the Contract. The Agency shall agree with the MBOCWW board the date on and the place at which any plant / works will be ready for testing as provided in the Contract. All costs of inspection visit shall be borne by the Agency.

The Quantity of Material will be approved by Deputy Commissioner Labour. NABL will make inspection on random material supplied by the bidder at all locations.



11.30 Delivery of Materials & Equipment

The Agency shall be responsible for the delivery and reception of all Materials on site for the purposes of the Contract.

11.31 Spare Parts

The Agency may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- I. Such spare parts as MBOCWW board may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- II. In the event of termination of production of the spare parts:
- III. Advance notification to MBOCWW Board of the pending termination, in sufficient time to permit MBOCWW Board to procure needed requirements; and
- IV. Following such termination, furnishing at no cost to MBOCWW Board, the blueprints, drawings and specifications of the spare parts, if requested.

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied promptly.

11.32 Defect Liability Period

Any defect or other faults which may appear within the "Defects Liability Period" within 365 days after the date of the completion of the works as certified by the MBOCWW board, arising in the opinion of the MBOCWW board from materials or workmanship not in accordance with the contract, shall upon the direction in writing of the MBOCWW board, and within such reasonable time as shall be specified therein, be amended and made good by the Agency, at his own cost.

If during the period of defect liability period the said work is defective in any manner whatsoever the Agency shall forthwith on receipt of notice in that behalf from the



MBOCWW Board, duly commence execution in every respect all the work that may be necessary for rectifying and setting right the defects specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of the MBOCWW Board. If within the defect liability period, movable furniture, Furniture becomes defective, if any, it shall be replaced immediately. In the event of the Agency failing or neglecting to commence execution of the said rectification work/replacement of movable furniture/ replacement furniture within the period prescribed therefore in the said notice and/or to complete the same as aforesaid as required by the said notice, the MBOCWW Board may get the same executed and carried out departmentally or by any other agency at the risk, on account and at the cost of the Agency. The Agency shall forthwith on demand pay to the MBOCWW Board the amount of such cost, charges and expenses sustained or incurred by the MBOCWW Board of which the certificate of the MBOCWW Board shall be final and binding on the Agency. Such costs, charges and expenses shall be recovered from the Agency. The MBOCWW Board shall also be entitled to deduct the same from any amount which may then be payable or which may therefore become payable by the MBOCWW Board to the Agency either in respect of the said work or from the amount of deposit retained by MBOCWW Board.

11.33 WFC Completion Certificate for each WFC at District and Regional Level

On successful completion of entire works covered by the Contract to the full satisfaction of MBOCWW board, the agency shall ensure that the following works have been completed to the satisfaction of MBOCWW Board:

(a) clear the site of all wiring, pipes, surplus materials, Agencies labour, equipment and machinery

Restoration of damage of the walls, plaster surface, paint, doors and windows, or other civil construction work, if any, during fixing, placing, installing the furniture, interior or part their of, shall be restored by the contractor at his own cost



- (b) demolish, dismantle and remove all Agency's other items and things whatsoever brought upon or erected at the site
- (c) remove all rubbish, debris etc. from the site and the land allotted to Agency and shall clear, level and dress, compact the site as required and said land to the satisfaction of the MBOCWW board
- (d) shall put the MBOCWW board in undisputed custody and possession of the site
- (e) All defects / imperfections have been attended & rectified to full satisfaction of the MBOCWW Board during the Defect Liability Period.

Upon the satisfactory fulfilment by agency as stated above, the agency shall be entitled to apply to the MBOCWW Board for a Final Completion Certificate in respect of the entire work.

If the MBOCWW Board is satisfied of the completion of the work relative to which the Completion Certificate has been sought, the MBOCWW Board shall within 14 (fourteen) days of the receipt of the application for Completion Certificate, issue a Completion Certificate in respect of the works for which the Completion Certificate has been applied.

This issuance of a Completion Certificate shall be without prejudice to the MBOCWW Board's rights and Agency's liabilities under the Contract, including the Agency's liability for the Defect Liability Period nor shall the issuance of a Completion Certificate in respect of the works or work at any site be construed as a waiver of any right or claim of the MBOCWW board against the Agency in respect of work or the works at the site and in respect of which the WFC Completion Certificate has been issued.

11.34 Exit Management

11.34.1 Transfer of Assets

Successful Bidder shall be entitled to use the Assets for the duration of the exit management period, which shall be not more than one month period from the date of



expiry of contract, or termination of the contract. The Purchaser shall be entitled to serve notice in writing on the Successful Bidder at any time during the exit management period as detailed hereinabove requiring the Successful Bidder to provide the Purchaser with a complete and up to date list of the Assets within 30 days of such notice. Upon service of a notice under this Article the following provisions shall apply:

- In the event, if the Assets to be transferred are mortgaged to any financial institutions by the Successful Bidder, the Successful Bidder shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Purchaser.
- All risk in and title to the Assets to be transferred / to be purchased by the Purchaser pursuant to this Article shall be transferred to the Purchaser, by the last day of the exit management period.
- Payment to the outgoing Bidder shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.
- The outgoing Bidder will pass on to the Purchaser and/or to the Replacement Bidder, the subsisting rights in any leased properties/ licensed products on terms not less favourable to the Purchaser / Replacement Bidder, than that enjoyed by the outgoing Bidder.

11.34.2 Exit Management Purpose

This Schedule sets out the provisions, which will apply on expiry or termination of the contract. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

11.34.3 Employees

Promptly on reasonable request at any time during the exit management period, the Successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Purchaser a list of all employees (with



job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, the Purchaser, its nominated agency or Replacing Vendor may make an offer of employment or contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the Board or any Replacing Vendor.

11.34.4 Exit Management Plan

Successful Bidder shall provide the Purchaser with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- Plans for provision of contingent support to Project and Replacement Vendor for a reasonable period (minimum one month) after transfer.

Successful Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date. Each Exit Management Plan shall be presented by the Successful Bidder to and approved by the Purchaser or its nominated agencies. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful Bidder complying with its obligations under this Schedule. During the exit management period, the Successful Bidder shall use its best efforts to deliver the services. Payments during the Exit Management period shall be made in accordance with



the Terms of Payment Schedule. This Exit Management plan shall be furnished in writing to Successful Bidder or its nominated agencies within 7 days from the receipt of notice of termination or three months prior to the expiry this Agreement.

11.35 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 tender 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

11.35.1 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.

11.35.2 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.

11.35.3 Governing Law:

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

11.35.4 Jurisdiction of Courts

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

11.35.5 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 Tender. 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 Agency/ Agency'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 Agency 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 Agency'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 Board in writing of such conditions and the cause thereof within twenty calendar days.
- Unless otherwise directed by the Board 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, Board and the Agency shall hold consultations with each other in an endeavour to find a solution



to the problem. Notwithstanding above, the decision of the Maharashtra Building and Construction Workers' Welfare Board, shall be final and binding on the Agency.

11.35.6 Period of Contract

- The Term of the contract shall be for a period of 4 months from the date of signing of the Agreement that shall include 4 Months of implementation phase.
- Any extension of Agreement term if so shall be decided by Purchaser.

11.35.7 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 Agency:
- The following Conditions Precedent need to be fulfilled by the Agency 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;

11.35.8 Non-Fulfilment of Conditions Precedent

- In the event that any of the Conditions Precedent relating to Agency 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 Agency's Conditions Precedent with regards to implementation schedule, Purchaser shall not be liable in any manner whatsoever to the Agency and



Purchaser shall forthwith invoke the Performance Guarantee and forfeit the guaranteed amount.

- 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 Agency linked to the delay in fulfilling the Conditions Precedent.

11.35.9 Governance Schedule

- The Agency shall document the agreed structures in a procedural manual under the guidance and supervision of purchaser.
- The agenda for each meeting of the Steering Committee and Project Operations Committee shall be set to reflect the discussion items related to the scope of work and additional items may be added either with the agreement of the Parties or at the request of either Party.
- Copies of the agenda for meetings of the Steering Committee and Project Operations Committee, along with relevant pre-reading material, shall be distributed.
- All meetings and proceedings will be documented; such documents to be distributed to both Parties and copies shall be kept as a record. All actions, responsibilities and accountabilities arising out of any meeting shall be tracked and managed.
- The Parties shall ensure as far as reasonably practicable that the Steering Committee and Project Operations Committee shall resolve the issues and resolve the objectives placed before them and members representing that Party are empowered to make relevant decisions or have easy access to empowered individuals for decisions to be made to achieve this.
- The Parties will proceed in good faith so that the Steering Committee and Project Operations Committee shall resolve the issues and smoothen the performance of the Project.



- The parties agree to attempt to resolve all disputes arising under the Agreement, equitably and in good faith. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.

11.35.10 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.

.
. .
.

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

{Agency}

Signed

Signed

For and on behalf of the

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 [Agency]

12 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.

12.1 SLA measurement and monitoring

The users of the system shall report problem/ non-functional component to the successful bidder through telephone / email / fax / letter / verbally. Penalty shall be considered for the official working hours only (i.e. 8am to 10pm).

The following table defines the SLA requirements for all project components as per the services:



12.1.1 SLA applicable during Implementation Phase (i.e. System Implementation & Setting-up of WFC)

#	Services	Parameter	Validation	Penalty
1	Adherence to project timelines	Adherence to timelines as defined in the project timelines in this eTender.	Number of days of delay for each milestone as defined in the project timelines in this eTender	Rs. 5,000 per additional day of delay If the delay exceed more than 30 days, Purchaser may decide to invoke breach clause

12.2 Penalties

- The Penalty shall be calculated and deducted from the immediate payment due.
- All above mentioned penalties are exclusive to each other
- The maximum penalty at any point of time and for any period should not exceed 5% of project cost as per the Total Commercial Bid submitted by the successful bidder. If the penalty exceeds this amount, MBOCWW board reserves the right to terminate the contract.



SECTION – III

ANNEXURES TO

eTender



13 Annexure I: Format for Technical Bid

13.1 Form 1: Covering Letter for Technical Bid

< On company Letter head >

Date: dd/mm/yyyy

To,

The Secretary/CEO,

Maharashtra Building and Other Construction Workers Welfare Board.

Kamgar Bhavan, E-Block, C-20,

Banda-Kurla Complex, Bandra (E),

Mumbai – 400 051

Reference: eTender for Selection of Agency for Supply, Delivery and Setting up of the fully furnished Worker Facilitation Centre (District and Regional Level) <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir/ Madam,

We hereby offer to Supply, Delivery and Setting up of the fully furnished Worker Facilitation Centre 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 affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning and support charges and all taxes viz. GST. (Octroi and any local levies will be charged on actual on submission of proof of remittance.)
- We affirm that the entire duration of the project is of 5 years & 4 months.
- 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 tender and the conditions of the contract applicable to the tender. We do hereby undertake to provision as per these terms and conditions. The deviations from the requirement specifications of tendered items and schedule of requirements are only those mentioned in our response. The deviations from the terms and conditions of the tender are only those mentioned in our response
- We hereby certify that the person signing the tender 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 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 Maharashtra Building and Other Construction Workers Welfare Board.
(MBOCWW) to reject our application.

Signature of Authorised Signatory (with official seal) & Date

Name :
Designation :
Address :
Telephone :
Fax :
Email :



13.2 Form 2: Technical Bid checklist

#	Tender Requirement	Documents to be submitted	Attached (Yes/No)	Reference Page No.
1	Bid Covering Letter	Bid Covering Letter		
2	Scanned copy of EMD & Online payment of Tender Fee receipt, Scanned Copy of Demand draft for Laboratory Testing Charges	Scanned copy of EMD & Online payment of Tender Fee receipt, Scanned Copy of Demand draft for Laboratory Testing Charges		
3	Power of Attorney in favour of Authorized signatory	Power of Attorney in favour of Authorized signatory		
4	<p>The Sole bidder or in case of consortium/Joint Venture, any members of the Consortium/Joint Venture should be</p> <p>“A Company registered in India under the Companies Act 1956 or 2013 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</p>	<ul style="list-style-type: none">▪ Certificate of Incorporation/ Registration▪ Copy of the list of properly constituted management/ governing body of the Organization▪ Memorandum of Association▪ A partnership deed duly registered under the Partnership Act▪ Copy of valid Certificate/License issued by Municipal authorities under Shop and	Form 3: General Profile of the bidder	



#	Tender Requirement	Documents to be submitted	Attached (Yes/No)	Reference Page No.
	<p>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 NSIC under a single point vendor registration scheme in India since last 3 years.”</p>	<p>Establishment Act in India</p> <ul style="list-style-type: none">▪ MSME/NSIC/SSI/DIC or 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. Information to be provided as per as per format at Annexure form 3, of this RFP		
5	<p>The Sole bidder or in case of consortium/Joint Venture, any member of the consortium/Joint</p>	<p>If bidder is manufacturer: Manufacturer License or EM Part – II</p> <p>If Bidder is Authorised</p>	<p>Form 9: Manufactures Authorization Form of e-</p>	



#	Tender Requirement	Documents to be submitted	Attached (Yes/No)	Reference Page No.
	Venture should be manufacturer or manufacturer's authorized representative for supply of furniture items	Representative: Manufacturers Authorization letter in favor of the bidder from the manufacturers of the items.	tender.	
6	The sole bidder should have an average annual turnover of minimum INR 6.5 Crore for last three financial years. In case of Consortium/Joint Venture, the Lead Bidder shall have average annual turnover of minimum INR 5 crore for last three financial years and consortium/Joint Venture partner shall have average annual turnover of minimum INR 1.5 crore for last three financial years.	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). 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)	Form 7: Financial Capability of bidder	
7	The Sole bidder or in case of consortium/Joint Venture, any member of the consortium/Joint Venture shall have	Copy of the audited Profit & Loss Statement of the company duly certified by statutory auditor/chartered	Form 7: Financial Capability of bidder	



#	Tender Requirement	Documents to be submitted	Attached (Yes/No)	Reference Page No.
	positive net worth as on 31 st March 2018.	accountant		
8	<p>“The Sole bidder or in case of consortium/Joint Venture, any member of the consortium/Joint Venture should have experience of at least 1 work order for completed / substantially completed* project for supply or installation of the “furniture & fixtures” or “Interior work” in India of value not less than Rs. 17 Crores in the last 7 years from the last date of bid submission</p> <p>OR</p> <p>The Sole bidder or in case of consortium/Joint Venture, any member of the consortium/Joint Venture should have experience of at least 2 work orders for completed / substantially completed* project for supply or installation of the “furniture & fixtures” or</p>	“Completion Certificate from Client” OR “Work Order/Purchase Order and Invoice along with corresponding Bank statement duly certified by the Chartered Accountant that 75% of the contract value has been paid” shall be provided as supporting document for each project.	Form 4: Project details of the bidder Format 1	



#	Tender Requirement	Documents to be submitted	Attached (Yes/No)	Reference Page No.
	<p>“Interior work” in India of value not less than Rs. 11 Crores in the last 7 years from the last date of bid submission</p> <p>OR</p> <p>The Sole bidder or in case of consortium/Joint Venture, any member of the consortium/Joint Venture should have experience of at least 3 work orders for completed / substantially completed* project for supply or installation of the “furniture & fixtures” or “Interior work” in India of value not less than Rs. 10 Crores in the last 7 years from the last date of bid submission”</p>			
9	<p>The Sole bidder In case of Consortium/joint venture, any member of the consortium/joint venture shall have experience of supply / installation for 20 or above Facilitation Centers/Offices for</p>	<p>“Completion Certificate from Client” OR “Work Order/Purchase Order and Invoice along with corresponding Bank statement duly certified by the Chartered Accountant that 75% of</p>	<p>Form 4: Project details of the bidder Format 2</p>	



#	Tender Requirement	Documents to be submitted	Attached (Yes/No)	Reference Page No.
	Central /State Government /Semi Government organizations / Corporations /Public Sector/ Banks/ Reputed Commercial Organizations in India in the last 5 years from the last date of bid submission	the contract value has been paid” shall be provided as supporting document for each project. Bidder may submit multiple projects experience for this criteria		
10	The manufacturer should be an ISO 9001:2008 for manufacturing for quality management system, ISO 14001:2004 for environment management system and OHSAS 18001:2007 for occupation health and safety management standards or above. The certification should be valid as on the last date of bid submission.	Copy of valid certificate as on the last date of bid submission	Form 5: Certifications as per the Technical Qualification criteria	
11	The manufacturer should be “Green Guard Certified” OR “BIFMA Member” OR “GreenCo Certified” OR equivalent	Copy of Green Guard Certificate and BIFMA Membership Certificate	Form 5: Certifications as per the Technical Qualification	



#	Tender Requirement	Documents to be submitted	Attached (Yes/No)	Reference Page No.
			criteria	
12	The Sole bidder or any member in case of consortium/Joint Venture should have ISO 9001 Certification as on date of bid submission	Copy of valid certificate as on the last date of bid submission	Form 5: Certifications as per the Technical Qualification criteria	
13	The Sole bidder or in case of consortium/Joint Venture, All members of the Consortium should not have been blacklisted/ banned/ suspended by any government organization at any point of time in India	A self-certified letter signed by the Authorized Signatory of the Bidder.	Form 8: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted	
14	The Sole bidder or lead bidder in case of consortium/Joint Venture should have office in Maharashtra as on date of submission of the Bid	Valid documentary proof of office address located in Maharashtra	----	
15	The Sole bidder or all members in case of consortium/Joint Venture should have GST registration certificate as on last date of submission	GST registration certificate	----	
16	Power of Attorney to be on non-judicial stamp paper	All the signatories of the Consortium Agreement	---	



#	Tender Requirement	Documents to be submitted	Attached (Yes/No)	Reference Page No.
	of appropriate value as per Stamp Act, relevant to place of execution	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 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		

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

Signature of Authorised Signatory (with official seal) & Date

Name :



Designation :

Address :

Telephone :

Fax :

E-mail address :



13.3 Form 3: General Profile of the Company

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

#	Particulars	Lead Bidder	Consortium/Joint Venture (If any)
1	Name of the Organization		
2	Type of Organization (Company/Partnership Firm/Proprietorship Firm/MSE/etc)		
3	Country of Registered Office		
4	Address of Registered Office with Telephone Nos., Fax, E-mail and website		
5	Address of facilities in India with Telephone Nos., Fax, E-mail and website		
6	Address of Office in Maharashtra with Telephone Nos., Fax, E-mail and website		
7	Company Registration Details		
8	Date of Incorporation (with document evidence for Certificate of Incorporation)		
9	Details of ISO Certificates		
10	GST Registration Number (with document evidence)		
11	PAN NO (with documental evidence)		
12	Turn over for last three years (Audited Annual Accounts and Annual Reports of three accounting years to be submitted)		
13	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		



Sr.	Document	Attached (Yes/No)	Page No.
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 :



13.4 Form 4: Project Details

The Lead bidder & Consortium/Joint Venture member (if any) should provide details of the projects executed in following format:

13.4.1 Format 1:

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 Items		Start Date (month/year):	
		End Date (month/year):	
Quantity			
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	“Completion Certificate from Client” OR “Work Order/Purchase Order and Invoice along with corresponding Bank statement duly certified by the Chartered Accountant that 75% of the contract value has been paid” shall be provided as supporting document for each project.		

13.4.2 Format 2:

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 Location		Start Date (month/year):	
		End Date (month/year):	
No. of Facilitation Centers			
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	"Completion Certificate from Client" OR "Work Order/Purchase Order and Invoice along with corresponding Bank statement duly certified by the Chartered Accountant that 75% of the contract value has been paid" shall be provided as supporting document for each project. Bidder may submit multiple projects experience for this criteria		

Signature of Authorised Signatory (with official seal) & Date

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



13.5 Form 5: Certifications as per the Technical Qualification criteria

The Sole bidder or member of the Consortium/Joint Venture 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 :



13.6 Form 6: Name and Details of the person to whom all references shall be made regarding the tender

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 :



13.7 Form 7: 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, MBOCWV,

Kamgar Bhavan, E-Block, C-20,

Banda-Kurla Complex, Bandra (E),

Mumbai – 400 051

Reference: eTender for Selection of Agency for Supply, Delivery and Setting up of the fully furnished Worker Facilitation Centre (District and Regional Level) <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:

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			
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).		

(Signature of the Chartered Accountant)

Name :
Designation :
Membership Number :
Date :
Company Seal :
Business Address :



13.8 Form 8: 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 Supply, Delivery and Setting up of the fully furnished Worker Facilitation Centre (District and Regional Level) <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
8. 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.
9. 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 :



13.9 Form 9: Manufactures Authorisation Form

No. _____ dated _____

To,
Secretary/ CEO, MBOCWWB,
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.



13.10 Form 10: Technical Compliance Checklist

Sr. No.	Item Description	Make / Brand	Material Supplier (Name of Manufacturer)	Compliance (Yes/No)
1.01	Design, Develop and Deliver Interior Design at MBOCWW Head Office containing following: <ul style="list-style-type: none">• Concept• Branding - Logo for WFC• Colour scheme• Interior Design Layout• 3D visual renderings• Electrical Layout• Parking Layout, etc.			
1.02	Design, Develop and Deliver Interior Design of the proposed WFC at District Level containing following: <ul style="list-style-type: none">• Concept• Branding - Logo for WFC• Colour scheme• Interior Design Layout• 3D visual renderings• Electrical Layout• Parking Layout, etc.			
1.03	Design, Develop and Deliver Interior Design of the proposed WFC at Regional Level containing following: <ul style="list-style-type: none">• Concept• Branding - Logo for WFC combined with regional office• Colour scheme• Interior Design Layout• 3D visual renderings• Electrical Layout• Parking Layout, etc.			
1.04	Table for Staff			
1.05	Table for Office Cabin (Table with Side Unit)			



Sr. No.	Item Description	Make / Brand	Material Supplier (Name of Manufacturer)	Compliance (Yes/No)
1.06	High Back Revolving Chairs			
1.07	Revolving Chairs for Staff			
1.08	Revolving Chairs for Visitors			
1.09	Revolving Chairs for Conference Room			
1.10	8 Seater Conference Table			
1.11	Office Cabin & Conference Room			
1.12	Metal Storage Unit			
1.13	3- Seater Metal Bench			
1.14	Electrical Wiring and Fixtures, etc.			
1.15	Painting Services (Details to be provided)			
1.16	False Ceiling Services (Details to be provided)			
1.17	Air Conditioning			
1.18	Drinking Water Cooler & Dispenser 40 Ltr			
1.19	Banner at Entrance			
1.20	Laminated Posters showing WFC Process Flow (Size 2 * 6 feet)			
1.21	Notice Board - Checklist of documents (Size 3 * 5 feet)			
1.22	Flooring (Details to be provided)			



Sr. No.	Item Description	Make / Brand	Material Supplier (Name of Manufacturer)	Compliance (Yes/No)
1.23	Vertical Window Blinds with Roller			
1.24	Toilet / Urinals (Details to be provided)			
1.25	Any other items required by bidder			

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 :



14 Annexure II: Format for Commercial Bid

14.1 Commercial Bid Letter

To,

The Secretary/CEO,

Maharashtra Building and Other Construction Workers Welfare Board.

Kamgar Bhavan, E-Block, C-20,

Banda-Kurla Complex, Bandra (E),

Mumbai – 400 051

Sir/ Madam,

Subject: Commercial Bid for Selection of Agency for Supply, Delivery and Setting up of the fully furnished Worker Facilitation Centre (District and Regional Level) <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

Reference: eTender for Selection of Agency for Supply, Delivery and Setting up of the fully furnished Worker Facilitation Centre (District and Regional Level) <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of Appointment of Agency for Supply, Delivery and Setting up of the fully furnished Worker Facilitation Centre (District and Regional Level) do hereby propose to provide services as specified in the Tender documents number <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We affirm that the entire duration of the project is 1 year 6 months. 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 Tender are in accordance with the terms as specified in the Tender documents. All prices and other terms and conditions of this Tender are valid for a period of 180 calendar days from the date of opening of the commercial Tenders. We hereby confirm that our Tender prices include all taxes. However, all the applicable taxes are quoted separately under relevant sections.

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 submitted online EMD amount along with the Technical Bid bearing value Rs. 20,00,000 (Rupees Twenty Lakhs Only). This EMD is liable to be forfeited in accordance with the provisions of the terms and conditions of this tender

TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender 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 Tender, 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 Tender documents. These prices are indicated in Format attached with our Tender as part of the Tender.

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 Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief. We understand that our Tender is binding on us and that you are not bound to accept a Tender 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:



14.2 Commercial Bid formats

Bidder should provide all prices as per the prescribed format under this Annexure. Bidder should not leave any field blank. In case the field is not populated, it would be assumed that the item would be provided at zero cost. It is mandatory to provide details all Taxes, Duties and Levies wherever applicable and/or payable.

The Purchaser reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated. The Purchaser shall take into account all Taxes, Duties & Levies for the purpose of Evaluation. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items. The Bidder needs to carefully read the 'Payment Terms', 'Service Level Agreement' & 'Commercial Bid Evaluation' mentioned in this Tender document.

The detail scope of these milestones is given in earlier sections of this Tender document.

14.2.1 Supply, Delivery and Installation of Furniture and other Infrastructure, etc. for all locations

Sr	Components	Quantity	Unit of Measure	Unit Rate	Net Amount (In Rs.)	Tax Amount (In Rs.)	Total Amount including Tax (In Rs.)
A	B	E	D	F	G=(ExF)	H	I=G+H
1.01	Design, Develop and Deliver Interior Design at MBOCWW Head Office containing following: <ul style="list-style-type: none">• Concept• Branding - Logo for WFC• Colour scheme	3	Per Design				



Sr	Components	Quantity	Unit of Measure	Unit Rate	Net Amount (In Rs.)	Tax Amount (In Rs.)	Total Amount including Tax (In Rs.)
A	B	E	D	F	G=(ExF)	H	I=G+H
	<ul style="list-style-type: none">Interior Design Layout3D visual renderingsElectrical Layout						
1.02	Design, Develop and Deliver Interior Design of the proposed WFC at District Level containing following: <ul style="list-style-type: none">ConceptBranding - Logo for WFCColour schemeInterior Design Layout3D visual renderingsElectrical Layout	3	Per Design				
1.03	Design, Develop and Deliver Interior Design of the proposed WFC at Regional Level	3	Per Design				



Sr	Components	Quantity	Unit of Measure	Unit Rate	Net Amount (In Rs.)	Tax Amount (In Rs.)	Total Amount including Tax (In Rs.)
A	B	E	D	F	G=(ExF)	H	I=G+H
	containing following: <ul style="list-style-type: none">• Concept• Branding - Logo for WFC combined with regional office• Colour scheme• Interior Design Layout• 3D visual renderings• Electrical Layout						
1.04	Table for Staff	374	Nos.				
1.05	Table for Office Cabin (Table with Side Unit)	179	Nos.				
1.06	High Back Revolving Chairs	220	Nos				
1.07	Revolving Chairs for Staff	376	Nos.				
1.08	Revolving Chairs for Visitors	1399	Nos.				
1.09	Revolving Chairs for Conference Room	252	Nos.				



Sr	Components	Quantity	Unit of Measure	Unit Rate	Net Amount (In Rs.)	Tax Amount (In Rs.)	Total Amount including Tax (In Rs.)
A	B	E	D	F	G=(ExF)	H	I=G+H
1.10	8 Seater Conference Table	44	Nos.				
1.11	Office Cabin & Conference Room	54600	Sq. ft.				
1.12	Metal Storage Unit	232	Nos.				
1.13	3- Seater Metal Bench	210	Nos.				
1.17	Air Conditioning	176	Nos.				
1.18	Drinking Water Cooler & Dispenser 40 Ltr	42	Nos.				
1.19	Banner at Entrance	42	Nos.				
1.20	Laminated Posters showing WFC Process Flow (Size 2 * 6 feet)	82	Nos.				
1.21	Notice Board - Checklist of documents (Size 3 * 5 feet)	42	Nos.				
1.22	Flooring	58800	Sq. Ft.				
1.23	Vertical Window Blinds with Roller	9000	Sq. Ft.				



Sr	Components	Quantity	Unit of Measure	Unit Rate	Net Amount (In Rs.)	Tax Amount (In Rs.)	Total Amount including Tax (In Rs.)
A	B	E	D	F	G=(ExF)	H	I=G+H
1.24	Toilet & Urinals						
1.24.1	Toilet (Male) (CERA, Hindware, Paryware, Johnson, Jaguar or equivalent)	90	Nos.				
1.24.2	Urinals (Male) (CERA, Hindware, Paryware, Johnson, Jaguar or equivalent)	170	Nos.				
1.24.3	Toilet (Female) (CERA, Hindware, Paryware, Johnson, Jaguar or equivalent)	130	Nos.				
1.24.4	Wash Basin (CERA, Hindware, Paryware, Johnson, Jaguar or equivalent)	170	Nos.				
1.24.4	Mirror	170	Nos.				
1.24.5	Labour	42	Lump sum per Location				



Sr	Components	Quantity	Unit of Measure	Unit Rate	Net Amount (In Rs.)	Tax Amount (In Rs.)	Total Amount including Tax (In Rs.)
A	B	E	D	F	G=(ExF)	H	I=G+H
1.24.6	Any other items required by bidder						
1.25	Electrical Wiring and Fixtures, etc						
1.25.1	LED Panel (6 x 6 , ISI Mark)	2325	Nos.				
1.25.2	Fan (48", ISI mark)	465	Nos.				
1.25.3	Plug Points 5 Amp	1488	Nos.				
1.25.4	Plug Points 15 Amp	233	Nos.				
1.25.5	Switch Points	5118	Nos.				
1.25.6	Electrical Cable (Polycab, Finolex, Sterlite Havells or Equivalent)	47000	Mtrs.				
1.25.7	RJ 45 Connector (Polycab, Finolex, Sterlite Havells or Equivalent)	550	Nos.				
1.25.8	Cable for RJ 45 Connection	8000	Mtrs.				
1.25.9	RJ 11 Socket (Polycab, Finolex, Sterlite Havells or Equivalent)	550	Nos.				
1.25.10	Cable for RJ 11 Connection	8000	Mtrs.				



Sr	Components	Quantity	Unit of Measure	Unit Rate	Net Amount (In Rs.)	Tax Amount (In Rs.)	Total Amount including Tax (In Rs.)
A	B	E	D	F	G=(ExF)	H	I=G+H
1.25.1 1	Labour	42	Lump sum per Location				
1.26	Painting Services						
1.26.1	Cost of Plastic Emulsion Paint (minimum) 3 coats with Primer coat (Asian/ Nerolac / Berger or equivalent)	294000	Sq. ft.				
1.26.2	Cost of Labour	42	Lump sum per Location				
1.27	False Ceiling Services						
1.27.1	Cost of Gypsum Board with Angle/fixtures of Aluminum to attach Gypsum Board	58000	Sq. ft.				
1.27.2	Labour Cost	42	Lump sum per Location				



Sr	Components	Quantity	Unit of Measure	Unit Rate	Net Amount (In Rs.)	Tax Amount (In Rs.)	Total Amount including Tax (In Rs.)
A	B	E	D	F	G=(ExF)	H	I=G+H
1.28	Any Other Items Required	-	-				
Total for Supply, Delivery and Installation of Furniture and other Infrastructure, etc. for all locations in Number					“A1”	“A2”	“GT”
(GT = A1 + A2)							
Total for Supply, Delivery and Installation of Furniture and other Infrastructure, etc. for all locations in Number					“GT”		
(GT = A1 + A2) (In Words)							

#Inclusive of all statutory levies, duties, taxes, GST and other charges whenever levied / applicable (including Taxes as applicable)

** The Quantity mentioned above is indicative. **

14.2.2 Other Required Items

Sr	Components	Quantity	Unit of Measure	Unit Rate	Net Amount (In Rs.)	Tax Amount (In Rs.)	Total Amount including Tax (In Rs.)
A	B	E	D	F	G=(ExF)	H	I=G+H
1.01	Other Items required to complete WFC						
1.02							



Sr	Components	Quantity	Unit of Measure	Unit Rate	Net Amount (In Rs.)	Tax Amount (In Rs.)	Total Amount including Tax (In Rs.)
A	B	E	D	F	G=(ExF)	H	I=G+H
1.03							
1.04							

The Bidder shall quote for the Unit rates for the items required to complete WFC in above mentioned section Annexure D – Other Required Items for WFCs. Please note that items are not the part of Commercial Evaluation of this eTender. The MBOCWW Board reserves rights to issue separate order to the selected Agency for supply and delivery of the items as per the requirement of the MBOWW Board during the contract period. The selected agency shall be bound to provide the items as per the rates quoted above during the contract period. The Quantity mentioned above is indicative.

Note:

- The L-1 shall be decided on the basis of Gross Total Amount (GT) quoted above.
- Commercial Offer has to be entered online only. An Online Form, similar to the Commercial format given above, will be available to the bidders in Commercial Envelope during Online Bid Preparation stage where bidders would quote their offer.
- The bidder will provide the commercial quote on bidder's company letter head duly signed and stamped by authorized signatory, scan and upload in the commercial bid envelope.
- The Bidder shall visualize the nature and type of work contemplated and to ensure that the rates and prices quoted by him in the bill of quantities take due consideration of the complexities of work involved during actual execution /construction as experienced contractors in the field.
- The tendered rates / prices for the work shall be deemed to include the cost of preparation, supply and delivery of all necessary drawings, prints, tracings and negatives which the bidder is required to provide in accordance with the contract.



- The payments shall be made based on actual supply and installation of furniture and other items as per the unit rates accepted by MBOCWW board.

Signature of Authorised Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

Fax :

E-mail address :



15 Annexure III: Draft Master Service Agreement

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

Secretary/CEO, Maharashtra Building and Other Construction Workers Welfare Board Limited hereinafter referred to as "MBOCWW", of the FIRST PART;

AND

-----, a company registered under the Companies Act, 1956, having its registered office at -----, hereinafter referred to as "Agency", (which expression shall include its successors, administrators, executors and permitted assignees), of the SECOND PART.

Whereas MBOCWW has envisaged Selection of Agency for Supply, Delivery and Setting up of the Fully furnished Worker Facilitation Centres (District and Regional Level) in the State (hereinafter referred to as the "said Project");

And whereas MBOCWW has published the eTender to seek services of a reputed Agency for Supply, Delivery and Setting up of the Fully furnished Worker Facilitation Centre (District and Regional Level);

And whereas M/s. ----- has submitted its proposal for Supply, Delivery and Setting up of the Fully furnished Worker Facilitation Centre (District and Regional Level);

And whereas MBOCWW 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 / Tender Form
3. Scope of Work as given in the eTender / Tender Document.
4. Project & Payment schedule as given in the eTender / Tender Document.
5. Terms & Conditions of Contract as given in the eTender / Tender Document.
6. Service Level Agreement (SLA) as given in the eTender / Tender Document.
7. Technical proposal of Tenderer.
8. Financial Proposal

This Agreement sets forth the entire contract and agreement between the parties pertaining to "Selection of Agency for Supply, Delivery and Setting up of the fully furnished Worker Facilitation Centre (District and Regional Level)" 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 Agency as hereinafter mentioned, the Agency 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,
The Secretary/CEO,
Maharashtra Building and Other Construction Workers Welfare Board.
Kamgar Bhavan, E-Block, C-20,
Banda-Kurla Complex, Bandra (E), Mumbai – 400 051

and notice to the Agency shall be properly addressed to:

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

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered

By -----

Secretary/CEO

For and on behalf of MBOCWW

Signed, sealed and delivered

By -----

For and on behalf of the "Agency",



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, Solution Overview, 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 Agency
- 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 Agency

Maharashtra Building and other Construction Workers Welfare Board

28/01/2019

To,

All Bidders

Sub: e-Tender for “Selection of Agency for Supply, Delivery and Setting up of the Fully furnished Worker Facilitation Centre (District & Regional Level)”- Standard Set of Deviations - Corrigendum 1

Ref.:

1. Tender Reference No: – MBOCWWB/e-Tender/01/2019
2. Pre-bid meeting held on 21.01.2019

Sir/Madam,

1. Pre-Bid meeting for “Selection of Agency for Supply, Delivery and Setting up of the Fully furnished Worker Facilitation Centre (District & Regional Level)” was held on Date: 21.01.2019, 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
2. The Minutes of pre-bid meeting along with attendance sheet is enclosed as Annexure – 1 & Standard Set of Deviations (SSD) in enclosed as Annexure – 2.
3. Please note that Standard Set of Deviations (Annexure – 2) shall become integral part of the e-Tender released on 14.01.2019. The bid responses may be submitted accordingly.
4. For complete details and bid documents please log on to www.mahatenders.gov.in
5. MBOCWW Board reserves the right to accept or reject any or all offers in full / part without assigning any reasons whatsoever.

Yours Faithfully,

Secretary/CEO, MBOCWW BOARD

Annexure - 1

28.01.2019

Minutes of Pre-Bid Meeting: 21.01.2019 at 11.30 am

Sub: e-Tender for “Selection of Agency for Supply, Delivery and Setting up of the Fully furnished Worker Facilitation Centre (District & Regional Level)”- Minutes of Pre-Bid Meeting

Ref.: 1. eTender released on 14.01.2019
2. Pre-bid meeting held on 21.01.2019

1. Pre-Bid meeting for “Selection of Agency for Supply, Delivery and Setting up of the Fully furnished Worker Facilitation Centre (District & Regional Level)” was held on Date: 21.01.2019, Time: 11.30 pm at the O/o Secretary/CEO MBOCWWB, Kamgar Bhavan, E-Block, C-20, Banda-Kurla Complex, Bandra (E), Mumbai – 400 051. The list of attendees is attached as Annexure-Attendance
2. At the outset, Shri S. C. Shirangam, Secretary/CEO, MBOCWW board welcomed the bidders and briefed them about the bid.
3. The bidders raised queries on the bid conditions and the same were discussed.
4. Bidders were informed that the complete clarifications will be issued on mahatenders.gov.in in the form of Standard Set of Deviations.
5. The meeting concluded stating that MBCOWW board will issue Standard Set of Deviations on mahatenders.gov.in. Bidders were also informed to keep updated with the mahatenders.gov.in for any additional information prior to the submission of the bidding documents.

---X---

Annexure - Attendance
List of Attendees for Pre-Bid Meeting held on 21.01.2019

--

Annexure – 2 Standard Set of Deviations

Sub: e-Tender for “Selection of Agency for Supply, Delivery and Setting up of the fully furnished Worker Facilitation Centre (District & Regional Level)”

To be read with Annexure I- Pre-bid Minutes of Meeting held on 21.01.2019 and Annexures to this Standard Set of Deviations appended

The revised Section in the Standard Set of Deviations would prevail and will replace/supersede the respective existing clauses in the eTender dated 14.01.2019

#	RFP Page No.	RFP Clause No.	Clause Title	Queries	"Revised Clause / Clarifications to the etender"
1	146	14.2.1	14.2 Commercial Bid formats	1.22 Vitrified Flooring	Bid Condition Prevail Please refer section “6.16 Flooring” of etender document
2	147-148	14.2.1	14.2 Commercial Bid formats	1.24 Toilets and urinals	Clarification is as follows: 1 Indian and 1 Western Water Closet is required.
3	147-148	14.2.1	14.2 Commercial Bid formats	1.24 Toilets and urinals	Bidder shall include PVC Piping for Water Closets.
4	147-148	14.2.1	14.2 Commercial Bid formats	1.24 Toilets and urinals	Bidders shall separately quote for the Waterproofing under Annexure D
5	147-148	14.2.1	14.2 Commercial Bid formats	1.24 Toilets and urinals	Bidder shall separately quote for Flooring and dado tiles of toilet under Annexure D
6	147-148	14.2.1	14.2 Commercial Bid formats	1.24 Toilets and urinals	Bidders shall separately quote for the Toilet accessories under Annexure D

#	RFP Page No.	RFP Clause No.	Clause Title	Queries	"Revised Clause / Clarifications to the etender"
7	147-148	14.2.1	14.2 Commercial Bid formats	1.24 Toilets and urinals	Bidder shall provide Urinal along with Partition
8	148	14.2.1	14.2 Commercial Bid formats	1.25.6 Electrical Cable	Clause modified as follows: Size of electrical cables are provided under Annexure C Bidder shall quote separately for any other type of electrical cable required under Annexure D
9	148	14.2.1	14.2 Commercial Bid formats	1.25.6 Electrical Cable	Bidders shall separately quote for the Electrical Panels & DB's under Annexure D
10	148	14.2.1	14.2 Commercial Bid formats	1.25.6 Electrical Cable	Bid Condition Prevail
11	148	14.2.1	14.2 Commercial Bid formats	1.25.6 Electrical Cable	Bid Condition Prevail

#	RFP Page No.	RFP Clause No.	Clause Title	Queries	"Revised Clause / Clarifications to the etender"				
12	148	14.2.1	14.2 Commercial Bid formats	1.25.6 Electrical Cable	Bid Condition Prevail				
13	149	14.2.1	14.2 Commercial Bid formats	1.27.1 False Ceiling Gypsum Boards Vs mineral Fiber Modular Ceiling.	<p>Clause modified as follows:</p> <p>Please refer section "6.16 False Ceiling "</p> <table border="1"> <thead> <tr> <th>Sr</th> <th>Minimum Specification</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Providing and fixing ½" thk. Gypsum board false ceiling at levels. Rate shall be inclusive of all Gypsum components contained G.I. perimeter channels of size 0.55 mm thick having one flange of 20mm and another flange of 30mm and a web of 27mm along-with perimeter of ceiling, screw fixed to brick wall / partition with the help of nylon sleeves and screws, at 610mm centres. The suspending G.I. intermediate channels of size 45mm, 0.9mm thick with two flanges of 15mm each from the soffite at 1220mm centres with ceiling angle of width 25mm x 10mm x 0.55 thick fixed to soffite with G.I. cleat and steel expansion fasteners at every 610mm c/c. Ceiling sections of 0.55mm thickness having knurled</td> </tr> </tbody> </table>	Sr	Minimum Specification	1	Providing and fixing ½" thk. Gypsum board false ceiling at levels. Rate shall be inclusive of all Gypsum components contained G.I. perimeter channels of size 0.55 mm thick having one flange of 20mm and another flange of 30mm and a web of 27mm along-with perimeter of ceiling, screw fixed to brick wall / partition with the help of nylon sleeves and screws, at 610mm centres. The suspending G.I. intermediate channels of size 45mm, 0.9mm thick with two flanges of 15mm each from the soffite at 1220mm centres with ceiling angle of width 25mm x 10mm x 0.55 thick fixed to soffite with G.I. cleat and steel expansion fasteners at every 610mm c/c. Ceiling sections of 0.55mm thickness having knurled
Sr	Minimum Specification								
1	Providing and fixing ½" thk. Gypsum board false ceiling at levels. Rate shall be inclusive of all Gypsum components contained G.I. perimeter channels of size 0.55 mm thick having one flange of 20mm and another flange of 30mm and a web of 27mm along-with perimeter of ceiling, screw fixed to brick wall / partition with the help of nylon sleeves and screws, at 610mm centres. The suspending G.I. intermediate channels of size 45mm, 0.9mm thick with two flanges of 15mm each from the soffite at 1220mm centres with ceiling angle of width 25mm x 10mm x 0.55 thick fixed to soffite with G.I. cleat and steel expansion fasteners at every 610mm c/c. Ceiling sections of 0.55mm thickness having knurled								

#	RFP Page No.	RFP Clause No.	Clause Title	Queries	"Revised Clause / Clarifications to the tender"
					<p>web of 51.5mm and two flanges of 26mm each with lips of 10.5mm are then fixed to intermediate channel with the help of connecting clip and in direction perpendicular to the intermediate channel at 457mm centres. 12.5mm tapered edge Gypsum board is then screw fixed to ceiling section with 25mm drywall screws driver or drilling machine with suitable attachment. The boards are to be jointed and finished so as to have a flush look which includes filling and finishing the tapered and square edge of the boards with jointing compound & joint paper tape. Rate shall be inclusive of Cut outs for A/c machines, spot lights, light fixtures, A/C. Grills, fire and security systems cut outs, All Sections should adhere to the manufacturers' guidelines.</p> <p>2 Providing and fixing Gypsum board false ceiling of size 24"x24" at levels as per the design approved by MBOCWW Board. Rate shall be inclusive of providing the total system with installation etc. The contractor has to maintain all tiles in good order and replace the defected tiles (at his own cost) before handing over the site.</p>

#	RFP Page No.	RFP Clause No.	Clause Title	Queries	"Revised Clause / Clarifications to the tender"
14			Others	Fire Fighting & Sprinkles Systems	Bidder shall quote for Fire Extinguisher 2Kg (4 nos. at each Location).
15			Others	Smoke Detection Systems	Bid Condition Prevail
16	29	3.1 PQ 5	Qualification Criteria for Bidders	It is suggested that under PQ 5 criteria laid down for the past work experience may be modified as per the criteria being currently used by Maharashtra State PWD for similar nature of works as this tender is floated by Board/organization which is working under Maharashtra Government and also as it is controlled and administered by Maharashtra Government and further as tendered works are to be executed in geographical region of Maharashtra only, it would be more appropriate to follow the past works done criteria in consonance or similar to criteria adopted by PWD of Maharashtra for such similar work.PWD is a	<p>Bid Condition Prevail</p> <p>The qualification criteria is based on the CVC guidelines vide ref. No.12-02-1-CTE-6 dated 17/12/2002.</p> <p>Please refer to Annexure B for revised Qualification criteria for Bidders as per revised estimated cost of Rs. 21.07 Crores excluding taxes.</p>

#	RFP Page No.	RFP Clause No.	Clause Title	Queries	"Revised Clause / Clarifications to the tender"
				<p>specialized agency of Maharashtra and they have evolved the criteria based on their vast past experience and in more logical and scientific way.</p> <p>The said criteria of state PWD stipulates completion of at least one work of 30% of the tendered value of work during any of last 5 years or 60% in case of private work as qualification criteria and that too with provision for updating the cost to current level with index application of 10% P.A as provided by PWD.</p> <p>For ready reference related extract of recently floated tender of similar nature by PWD is attached herewith. This will definitely result in receiving more competitive bids</p>	

Annexure A

7. List of locations

7.1 Worker Facilitation Centres (WFCs) at District Level

#	Region	List of districts for establishing WFCs	Carpet Area (Sq.ft)	
1.	Konkan & Mumbai	North Mumbai	1200	
2.		South Mumbai	1200	
3.		Raigad	1200	
4.		Ratnagiri	1200	
5.		Sindhudurg	1200	
6.		Palghar	1200	
7.		Thane	1200	
8.		Kalyan	1200	
9.		Bhiwandi	1200	
10.	Nagpur	Gondia	1200	
11.		Wardha	1200	
12.		Bhandara	1200	
13.		Gadchiroli	1200	
14.		Chandrapur	1200	
15.	Amravati	Akola	1200	
16.		Yavatmal	1200	
17.		Washim	1200	
18.		Buldhana	1200	
19.	Nashik	Nashik	1200	
20.		Ahmednagar	1200	
21.		Dhule	1200	
22.		Nandurbar	1200	
23.		Jalgaon	1200	
24.		Aurangabad	Beed	1200
25.			Jalana	1200
26.	Nanded		1200	
27.	Latur		1200	
28.	Hingoli		1200	
29.	Osmanabad		1200	
30.		Parabhani	1200	
31.	Pune	Solapur	1200	
32.		Sangli	1200	
33.		Satara	1200	
34.		Pimpri Chinchwad	1200	

#	Region	List of districts for establishing WFCs	Carpet Area (Sq.ft)
35.	Kolhapur	Ichalkaranji	1200

7.2 Worker Facilitation Centres at Regional Level

#	Region	List of Locations for establishing WFCs at Regional Level	Carpet Area (Sq.ft)
1.	Mumbai	Mumbai Head Office	7000
2.	Konkan & Mumbai	Mumbai city OR North Mumbai OR South Mumbai	1800
3.	Nagpur	Nagpur	1800
4.	Amravati	Amravati	1800
5.	Nashik	Nashik	1800
6.	Aurangabad	Aurangabad	1800
7.	Pune	Pune	1800

*The MBOCWW board reserves right to change the above locations.

Annexure B

3.1 Qualification criteria for Bidders

PQ #	Qualification Requirements	Documents to be submitted	Annexure to be submitted
PQ 1	<p>The Sole bidder or in case of consortium/Joint Venture, any members of the Consortium/Joint Venture should be</p> <p>“A Company registered in India under the Companies Act 1956 or 2013 since last 3 years.”</p> <p style="text-align: center;">OR</p> <p>“A partnership firm registered under Partnership Act, 1932 in India since last 3 years.”</p> <p style="text-align: center;">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 style="text-align: center;">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 NSIC under a single point vendor registration scheme in India since last 3 years.”</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 ▪ MSME or NSIC or SSI or DIC or 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 Consortium Agreement, clearly specifying the roles and responsibilities and stake percentage of each of the members in the consortium, should be provided. Information to be provided as per as per format at 	<ul style="list-style-type: none"> ▪ Form 3: General Profile of the Company

PQ #	Qualification Requirements	Documents to be submitted	Annexure to be submitted
		Annexure form 3, of this RFP	
PQ2	The Sole bidder or in case of consortium/Joint Venture, any member of the consortium or Joint Venture should be manufacturer or manufacturer's authorized representative for supply of furniture items	If bidder is manufacturer: Manufacturer License or EM Part – II If Bidder is Authorised Representative: Manufacturers Authorization letter in favor of the bidder from the manufacturers of the items.	Form 9: Manufactures Authorization Form of e-tender.
PQ 3	The sole bidder should have an average annual turnover of minimum INR 6.5 Crore for last three financial years. In case of Consortium/Joint Venture, the Lead Bidder shall have average annual turnover of minimum INR 5 crore for last three financial years and consortium or Joint Venture partner shall have average annual turnover of minimum INR 1.5 crore for last three financial years.	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). 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)	Form 7: Financial Capability of bidder
PQ 4	The Sole bidder or in case of consortium or Joint Venture, any member of the consortium or Joint Venture shall have positive net worth as on 31st March 2018.	Copy of the audited Profit & Loss Statement of the company duly certified by statutory auditor/chartered accountant	Form 7: Financial Capability of bidder
PQ 5	"The Sole bidder or in case of consortium/Joint Venture, any member of the consortium/Joint Venture should have experience of at least 1 work order for completed or substantially completed* project for supply or installation of the "furniture &	"Completion Certificate from Client" OR "Work Order/Purchase Order and Invoice along with corresponding Bank statement duly certified by the Chartered Accountant that 75% of	Form 4: Project details of the bidder

PQ #	Qualification Requirements	Documents to be submitted	Annexure to be submitted
	<p>fixtures” or “Interior work” in India of value not less than Rs. 16.86 Crores in the last 7 years from the last date of bid submission</p> <p style="text-align: center;">OR</p> <p>The Sole bidder or in case of consortium or Joint Venture, any member of the consortium/Joint Venture should have experience of at least 2 work orders for completed or substantially completed* project for supply or installation of the “furniture & fixtures” or “Interior work” in India of value not less than Rs. 10.54 Crores in the last 7 years from the last date of bid submission</p> <p style="text-align: center;">OR</p> <p>The Sole bidder or in case of consortium or Joint Venture, any member of the consortium/Joint Venture should have experience of at least 3 work orders for completed or substantially completed* project for supply or installation of the “furniture & fixtures” or “Interior work” in India of value not less than Rs. 8.43 Crores in the last 7 years from the last date of bid submission”</p>	<p>the contract value has been paid” shall be provided as supporting document for each project.</p>	
PQ 6	<p>The Sole bidder or In case of Consortium or joint venture, any member of the consortium/joint venture shall have experience for completed or substantially completed* projects of supply or installation for 20 or above Facilitation Centers or Offices for Central or State Government or Semi Government organizations or Corporations or Public Sector or Banks or Reputed Commercial Organizations in India in the last 7 years from the last date of bid submission</p>	<p>“Completion Certificate from Client” OR “Work Order or Purchase Order and Invoice along with corresponding Bank statement duly certified by the Chartered Accountant that 75% of the contract value has been paid” shall be provided as supporting document for each project. Bidder may submit multiple projects experience for this criteria</p>	<p>Form 4: Project details of the bidder</p>

PQ #	Qualification Requirements	Documents to be submitted	Annexure to be submitted
PQ 7	The manufacturer should be an ISO 9001:2008 for manufacturing for quality management system, ISO 14001:2004 for environment management system and OHSAS 18001:2007 for occupation health and safety management standards or above. The certification should be valid as on the last date of bid submission.	Copy of valid certificate as on the last date of bid submission	Form 5: Certifications as per the Technical Qualification criteria
PQ 8	The manufacturer should be "Green Guard Certified" OR "BIFMA Member" OR "GreenCo Certified" OR equivalent	The manufacturer should be "Green Guard Certified" OR "BIFMA Member" OR "GreenCo Certified" OR equivalent	Form 5: Certifications as per the Technical Qualification criteria
PQ 9	The Sole bidder or any member in case of consortium or Joint Venture should have ISO 9001 Certification as on date of bid submission	Copy of valid certificate as on the last date of bid submission	Form 5: Certifications as per the Technical Qualification criteria
PQ 10	The Sole bidder or in case of consortium or Joint Venture, any members of the Consortium or Joint Venture should not be debarred or blacklisted or banned or not being under declaration of ineligibility for corrupt or fraudulent practices by any Government or PSU in India as on date of submission of the Bid.	A self-certified letter signed by the Authorized Signatory of the Bidder as per Annexure	Form 8: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted
PQ 11	The Sole bidder or lead bidder in case of consortium or Joint Venture should have office in Maharashtra as on date of submission of the Bid	Valid documentary proof of office address located in Maharashtra Valid documentary proof of office address located in Maharashtra OR In case Office is not available, the Sole bidder or in case of consortium or Joint Venture, any members of the Consortium or	----

PQ #	Qualification Requirements	Documents to be submitted	Annexure to be submitted
		Joint Venture shall submit Undertaking on Rs. 100/- Stamp Paper duly notarized and signed by the Authorized Signatory of stating that Office shall be setup within 30 days from the date of issue of work order.	
PQ 12	The Sole bidder or all members in case of consortium or Joint Venture should have GST registration certificate as on last date of submission.	GST registration certificate	----
PQ 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 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	----

A) All the scanned copies of certificates or 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; then EMD of such bidder shall be forfeited & necessary legal actions shall be initiated against such bidder.

Annexure C - Revised Commercial Bid format

14. 2 Commercial Bid format

Bidder should provide all prices as per the prescribed format under this Annexure. Bidder should not leave any field blank. In case the field is not populated, it would be assumed that the item would be provided at zero cost. It is mandatory to provide details all Taxes, Duties and Levies wherever applicable and/or payable.

The Purchaser reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated. The Purchaser shall take into account all Taxes, Duties & Levies for the purpose of Evaluation. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items. The Bidder needs to carefully read the 'Payment Terms', 'Service Level Agreement' & 'Commercial Bid Evaluation' mentioned in this Tender document.

The detail scope of these milestones is given in earlier sections of this Tender document.

Sr	Components	Quantity	Unit of Measure	Unit Rate	Net Amount (In Rs.)	Tax Amount (In Rs.)	Total Amount including Tax (In Rs.)
A	B	E	D	F	G=(ExF)	H	I=G+H
1.01	Design, Develop and Deliver Interior Design at MBOCWW Head Office containing following: <ul style="list-style-type: none"> • Concept • Branding - Logo for WFC • Colour scheme • Interior Design Layout • 3D visual renderings • Electrical Layout 	3	Per Design				
1.02	Design, Develop and Deliver Interior Design of the proposed WFC at District Level containing following: <ul style="list-style-type: none"> • Concept 	3	Per Design				

Sr	Components	Quantity	Unit of Measure	Unit Rate	Net Amount (In Rs.)	Tax Amount (In Rs.)	Total Amount including Tax (In Rs.)
A	B	E	D	F	G=(ExF)	H	I=G+H
	<ul style="list-style-type: none"> Branding - Logo for WFC Colour scheme Interior Design Layout 3D visual renderings Electrical Layout 						
1.03	Design, Develop and Deliver Interior Design of the proposed WFC at Regional Level containing following: <ul style="list-style-type: none"> Concept Branding - Logo for WFC combined with regional office Colour scheme Interior Design Layout 3D visual renderings Electrical Layout 	3	Per Design				
1.04	Table for Staff	374	Nos.				
1.05	Table for Office Cabin (Table with Side Unit)	179	Nos.				
1.06	High Back Revolving Chairs	220	Nos				
1.07	Revolving Chairs for Staff	376	Nos.				
1.08	Revolving Chairs for Visitors	1399	Nos.				
1.09	Revolving Chairs for Conference Room	252	Nos.				
1.10	8 Seater Conference Table	44	Nos.				
1.11	Office Cabin & Conference Room	54600	Sq. ft.				
1.12	Metal Storage Unit	232	Nos.				
1.13	3- Seater Metal Bench	210	Nos.				
1.17	Air Conditioning	176	Nos.				

Sr	Components	Quantity	Unit of Measure	Unit Rate	Net Amount (In Rs.)	Tax Amount (In Rs.)	Total Amount including Tax (In Rs.)
A	B	E	D	F	G=(ExF)	H	I=G+H
1.18	Drinking Water Cooler & Dispenser 40 Ltr	42	Nos.				
1.19	Banner at Entrance	42	Nos.				
1.20	Laminated Posters showing WFC Process Flow (Size 2 * 6 feet)	82	Nos.				
1.21	Notice Board - Checklist of documents (Size 3 * 5 feet)	42	Nos.				
1.22	Flooring	58800	Sq. Ft.				
1.23	Vertical Window Blinds with Roller	9000	Sq. Ft.				
1.24	Fire Extinguisher (ABC Type) 2Kg	168	Nos.				
1.24	Toilet & Urinals						
1.24.1	Toilet (Male) (CERA, Hindware, Paryware, Johnson, Jaguar or equivalent) (1 Indian, 1 Western)	90	Nos.				
1.24.2	Urinals with Partition (Male) (CERA, Hindware, Paryware, Johnson, Jaguar or equivalent)	170	Nos.				
1.24.3	Toilet (Female) (CERA, Hindware, Paryware, Johnson, Jaguar or equivalent)	130	Nos.				
1.24.4	Wash Basin (CERA, Hindware, Paryware, Johnson, Jaguar or equivalent)	170	Nos.				
1.24.4	Bathroom Mirror (2 X 1.5 Feet) with Plastic Frame	170	Nos.				
1.24.5	Labour	42	Lump sum per Location				

Sr	Components	Quantity	Unit of Measure	Unit Rate	Net Amount (In Rs.)	Tax Amount (In Rs.)	Total Amount including Tax (In Rs.)
A	B	E	D	F	G=(ExF)	H	I=G+H
1.25	Electrical Wiring and Fixtures, etc						
1.25.1	LED Panel (6 x 6 , ISI Mark)	2325	Nos.				
1.25.2	Fan (48", ISI mark)	465	Nos.				
1.25.3	Plug Points 5 Amp with 1.5 Sq/mm PVC Copper cable	1488	Nos.				
1.25.4	Plug Points 15 Amp with 2.5 Sq/mm PVC Copper cable	233	Nos.				
1.25.5	Switch Points	5118	Nos.				
1.25.7	RJ 45 Connector (Polycab, Finolex, Sterlite Havells or Equivalent)	550	Nos.				
1.25.8	Cable for RJ 45 Connection	8000	Mtrs.				
1.25.9	RJ 11 Socket (Polycab, Finolex, Sterlite Havells or Equivalent)	550	Nos.				
1.25.10	Cable for RJ 11 Connection	8000	Mtrs.				
1.25.11	Labour	42	Lump sum per Location				
1.26	Painting Services						
1.26.1	Cost of Plastic Emulsion Paint (minimum) 3 coats with Primer coat (Asian/ Nerolac / Berger or equivalent)	294000	Sq. ft.				
1.26.2	Cost of Labour	42	Lump sum per Location				
1.27	False Ceiling Services						
1.27.1	Cost of Gypsum Board with Angle/fixtures of Aluminum to attach Gypsum Board	58000	Sq. ft.				

Sr	Components	Quantity	Unit of Measure	Unit Rate	Net Amount (In Rs.)	Tax Amount (In Rs.)	Total Amount including Tax (In Rs.)
A	B	E	D	F	G=(ExF)	H	I=G+H
1.27.2	Labour Cost	42	Lump sum per Location				
Total for Supply, Delivery and Installation of Furniture and other Infrastructure, etc. for all locations in Number (GT = A1 + A2)					“A1”	“A2”	“GT”
Total for Supply, Delivery and Installation of Furniture and other Infrastructure, etc. for all locations in Number (GT = A1 + A2) (In Words)					“GT”		

#Inclusive of all statutory levies, duties, taxes, GST and other charges whenever levied / applicable (including Taxes as applicable)

**** The Quantity mentioned above is indicative. ****

Note:

- The L-1 shall be decided on the basis of Gross Total Amount (GT) quoted above.
- Commercial Offer has to be entered online only. An Online Form, similar to the Commercial format given above, will be available to the bidders in Commercial Envelope during Online Bid Preparation stage where bidders would quote their offer.
- The bidder will provide the commercial quote on bidder's company letter head duly signed and stamped by authorized signatory, scan and upload in the commercial bid envelope.
- The Bidder shall visualize the nature and type of work contemplated and to ensure that the rates and prices quoted by him in the bill of quantities take due consideration of the complexities of work involved during actual execution /construction as experienced contractors in the field.
- The tendered rates / prices for the work shall be deemed to include the cost of preparation, supply and delivery of all necessary drawings, prints, tracings and negatives which the bidder is required to provide in accordance with the contract.
- The payments shall be made based on actual supply and installation of furniture and other items as per the unit rates accepted by MBOCWW board.

Signature of Authorised Signatory (with official seal) & Date

Name :

Designation :

Address :
Telephone :
Fax :
E-mail :
address

Annexure D – Other Required Items

Sr	Components	Quantity	Unit of Measure	Unit Rate	Net Amount (In Rs.)	Tax Amount (In Rs.)	Total Amount including Tax (In Rs.)
A	B	E	D	F	G=(E×F)	H	I=G+H
1.01							
1.02							
1.03							

The Bidder shall quote for the Unit rates for the items required to complete WFC in above mentioned section Annexure D – Other Required Items for WFCs. Please note that items are not the part of Commercial Evaluation of this eTender. The MBOCWW Board reserves rights to issue separate order to the selected Agency for supply and delivery of the items as per the requirement of the MBOWW Board during the contract period. The selected agency shall be bound to provide the items as per the rates quoted above during the contract period.