

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

दुरध्वनी व फॅक्स क्र. ०२२-२६५७२६३१

ई-मेल : [bocwwboardmaha@gmail.com](mailto:bocwwboardmaha@gmail.com)

जा.क्र/मइवइबाकम/छपाई/२०१८

दिनांक :- १२.०१.२०१८

ई-निविदा सूचना क्र. ०१/२०१८

महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळाच्या कामकाजाकरीता पूर्व मुद्रीत स्टेशनरीचे पुरवठा व वितरण करण्यासाठी नोंदणीकृत, अनुभवी व इच्छुक पुरवठादार संस्थेकडून खालील तपशीलानुसार ई-निविदा मागविण्यात येत आहेत.

अ.क्र.	विषय	दिनांक	वेळ
१.	ई-निविदा डाऊनलोड करणे	दि.१५.०१.२०१८ ते २५.०१.२०१८	स. १२.३० पासून दुपारी ३.०० पर्यंत
२.	निविदापूर्व बैठक	दि. १९.०१.२०१८	दुपारी ३.०० पासून.
३.	निविदा सादर करणे	दि. २५.०१.२०१८	दुपारी ३.०० वा. पर्यंत
४.	निविदा उघडणे	दि. ३०.०१.२०१८	स. ११.३० वा.

ई-निविदा पध्दतीने मंडळाच्या कामकाजाकरीता पूर्व मुद्रीत स्टेशनरीचे पुरवठा व वितरण करावयाचा सविस्तर तपशील [www.mahatenders.gov.in](http://www.mahatenders.gov.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.

सही/-

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



## **Invitation to e-Tenders**

**Tender Reference No: – MBOCWWB/e-Tender/01/2018**

**Date: 15<sup>th</sup> January, 2018**

### **Inviting e-Tenders for**

**“Supply, Delivery and Distribution of Pre Printed Stationary for  
Maharashtra Building and other Construction Workers Welfare Board  
in Maharashtra”**

### **Issued By**

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

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

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# Section - I

# INSTRUCTIONS TO

# BIDDERS





## 1 Invitation for Proposal

Maharashtra Building and Other Construction Workers Welfare (MBOCWW) Board invites e-Tenders for “Supply, Delivery and Distribution of Pre Printed Stationary for District offices of Maharashtra Building and other Construction Workers Welfare Board in Maharashtra”.

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

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

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

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

Bidder (authorized signatory) shall submit their offer online in electronic formats for preliminary qualification, technical and financial proposal. However, Tender Document Fees, and Earnest Money Deposit (EMD) shall be paid as per the details provided in the eTender. MBOCWW Board shall not be responsible for delay in online submission by bidder due to any reason. For this, bidders are requested to upload the complete bid proposal well in advance so as to avoid issues like banks clearing process lead time, slow speed, choking of web site due to heavy load or any other unforeseen problems.

*Supply, Delivery and Distribution of Pre Printed Stationary for Maharashtra Building and other Construction Workers Welfare Board*



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 at the O/o Secretary/CEO MBOCWWB, Kamgar Bhavan, E-Block, C-20, Banda-Kurla Complex, Bandra (E), Mumbai – 400 051 as per the date and time mentioned in Section 1.3. Events and Dates, for any suggestions or doubts regarding the e-eTender. The minutes of the Pre-Bid meeting will be published if there is a need of publishing them online. MBOCWWB will not be bound to furnish any answers thereafter. All the terms and conditions mentioned in the eTender application are binding on Bidders.

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

**Place: Mumbai**

**Sd/- Secretary/ CEO,**

**Date: 15.01.2018**



## 1.1 Disclaimer

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



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

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



9. MBOCWW also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statement contained in this eTender.
10. Interested parties, after careful review of all the clauses of this 'eTender', are encouraged to send their suggestions in writing to MBOCWW. Such suggestions, after review by MBOCWW, may be incorporated into this 'eTender' as a corrigendum which shall be uploaded onto the e-Tendering website:

<https://mahatenders.gov.in/>



## 1.2 Glossary of Terms

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



#	Term	Meaning
10.	GoM	Government of Maharashtra
11.	Noncompliance	Failure/refusal to comply to the terms and conditions of the proposal/Agreement
12.	Parties	The Purchaser, The BIDDER, and “Party” means either of the Parties.
13.	PBG	Performance Bank Guarantee
14.	PQ	Pre-Qualification
15.	Proposal	Response or offer submitted by bidders for this e-Tender
16.	PSU	Public Sector Unit
17.	Purchaser	MBOCWW Board
18.	Services	Services to be provided as per the requirement mentioned in the scope of work and instructions thereof issued from time to time by MBOCWW Board
19.	SLA	Service Level Agreement
20.	SOW	Scope of Work

### 1.3 Events and Dates

**Table: Key Events and Date**

#	Information	Details
1.	Advertising Date	From 15-01-2018, Time: 12:30 PM
2.	Download Date	From 15-01-2018, Time: 11:00 AM to 25-01-2018, Time: 03:00 PM
3.	Date, Time and place of Pre-Bid conference	19-01-2018, Time: 03:00 PM
4.	Release of response to clarifications would be available at	<a href="http://mahatenders.gov.in">mahatenders.gov.in</a>
5.	Last date (deadline) for online submission of bids	25-01-2018, Time: up to 03:00 PM on <a href="http://mahatenders.gov.in">mahatenders.gov.in</a>
6.	Tender Opening Date & Time	30-01-2018, Time: 11:30 AM

**Table: Key Events and Date**

#	Information	Details
7.	Address for communication and hard copy submission	Secretary/CEO, MBOCWW Board, Kamgar Bhavan, E-Block, C-20, Banda- Kurla Complex, Bandra (E), Mumbai – 400 051 Tel: 022-26572631/32 Email ID: <a href="mailto:bocwwboardmaha@gmail.com">bocwwboardmaha@gmail.com</a>

#### 1.4 Other Important Information Related to Bid

**Table: Other Information**

#	Item	Description
1.	Earnest Money Deposit (EMD) – Online payment	Rs. 2,00,000 ( Rupees Two Lakhs Only )
2.	e-Tender Fee	Rs. 10,000/- (Rupees Ten Thousand Only) + taxes to be paid on <a href="http://mahatenders.gov.in">mahatenders.gov.in</a>
3.	Bid Validity Period	120 days from the date of opening of Technical Bid.
4.	Performance Bank Guarantee value	3 % of the contract cost from a Nationalised Bank and must be valid for the contract period duration and 180 days beyond the project period.

## 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 22 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

The Maharashtra Building and Other Construction Workers Welfare Board, Mumbai deals with welfare of various types of Construction Workers in Maharashtra. MBOCWW Board intends to provide Pre Printed Stationary to District offices of MBOCWW Board across Maharashtra.

Under this eTender document, MBCOWW board seeks to hire an agency for Supply, Delivery and Distribution of Pre Printed Stationary for District offices of Maharashtra Building and other Construction Workers Welfare Board in Maharashtra.

## 3 Qualification of the Bidder

### 3.1 Qualification criteria

PQ No.	Pre-Qualification Requirements	Documents to be submitted
1.	The bidder should be a Company registered in India under the Companies Act 1956 or 2013 with their registered office in India.  OR  The Bidder shall be a partnership firm and should be registered under Partnership Act, 1932 in India since last 3 years.	Copy of Certificate of Incorporation/Registration.
		Copy of valid Certificate/License issued by Municipal authorities under Shop and Establishment Act
		Copy of PAN Card



PQ No.	Pre-Qualification Requirements	Documents to be submitted
	<p style="text-align: center;">OR</p> <p>The Bidder shall be a Sole Proprietorship with valid Certificate/License issued by Municipal authorities under Shop and Establishment Act.</p>	<p>Copy of GST Registration</p>
2.	The bidder should have minimum average annual turnover of INR Rs. 70 Lacs in last three financial years (FY 2014-2015, 2015-2016, 2016-2017) as on last date of submission.	Copy of the audited Profit & Loss Statement of the company duly certified by statutory auditor/chartered accountant & CA Certificate clearly citing the average annual turnover for last 3 financial years (FY 2014-2015, 2015-2016, 2016-2017)
3.	The bidder should have positive net worth in last 1 years (FY 16-17) as on the last date of bid submission	Copy of the audited Profit & Loss Statement of the company duly certified by statutory auditor/chartered accountant
4.	<p>The bidder should have experience of at least 1 work order of supply, delivery and distribution of Stationary items each of value not less than INR 1.80 Crores in Government (State/Central) / Semi Government/ Corporation in India in the last 5 financial years as on bid submission date.</p> <p style="text-align: center;">OR</p> <p>The bidder should have experience of at least 2 work orders of supply, delivery and distribution of Stationary items each of value not less than INR Rs. 1.10 Crores in Government (State/Central) / Semi Government/ Corporation in India in the last 5 financial years as on bid submission date</p> <p style="text-align: center;">OR</p> <p>The bidder should have experience of at least 3 work orders of supply, delivery and distribution of Stationary items each of value not less than INR 0.90 Crores in Government</p>	Work order + Completion Certificates from the client;



PQ No.	Pre-Qualification Requirements	Documents to be submitted
	(State/Central) / Semi Government/ Corporation in India in the last 5 financial years as on bid submission date.	
5.	The bidder should have valid ISO 9001 certificate as on bid submission date.	Copy of valid certificate
6.	The bidder should not be debarred/blacklisted 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
7.	The bidder should have office in Maharashtra as on date of submission of the Bid.	Valid documentary proof of office address located in Maharashtra
8.	The bidder should have GST registration certificate as on last date of submission	Copy of GST registration certificate

### 3.2 Consortium of Firms

Consortium is not allowed. No Sub-contracting Allowed.



## 4 Instruction to Bidders

### 4.1 Advice to the bidders

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

### 4.2 ETender Form and eTender Fee

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

### 4.3 Earnest Money Deposit

The bidders are required to submit an EMD of Rs. 2,00,000 (Rupees Two Lakhs Only) through Online Payment.

Bidders shall submit the scanned copy of the EMD receipt as part of the technical bid document.

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 eTenderers. The successful bidders EMD will be discharged to the successful bidder post executing the Contract and furnishing the Performance Bank Guarantee as specified in this eTender.

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

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

#### 4.4 Submission of Bids

Sealed bids shall be received by the Secretary/CEO, MBOCWW Board, through the eTendering system before the time and date specified in the schedule of the eTender notice. In the event of the specified date for the submission of bids being declared a



holiday, the bids will be received up to the appointed time on the next working day. Purchaser may, at its discretion, extend this deadline for submission of bids by issuing corrigendum and uploading the same on eTendering system. Telex, cable or facsimile bids will be rejected.

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

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

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

#### **4.5 Bid Submission Format**

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

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



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

#### **4.7 Cost of Bidding**

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

#### **4.8 Erasures or Alterations and signing of bids**

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

#### **4.9 Pre-bid conference**

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



#### 4.10 Pre-bid Queries

Bidders are requested to submit their queries on the company letter head in the following format on or before date of Pre bid meeting:

Name of Supplier						
Department Name				MBOCWW Board		
Tender Ref. No						
Tender Name				Supply, Delivery and Distribution of Pre Printed Stationary for District offices of Maharashtra Building and other Construction Workers Welfare Board in Maharashtra		
Tender Due Date						
#	RFP Page No.	RFP No.	Clause	Clause Title	Queries /Clarification Sought	Justification by Bidder
..		..		..	..	..

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

#### 4.11 Amendment of eTender Document

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

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

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

#### 4.12 Bid Validity



The offer/proposals submitted by the Bidders shall be valid for minimum period of 120 days from the date of submission 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 ETender Opening**

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



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

#### **4.16 Technical Bids**

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

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

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

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

#### **4.17 Commercial Bids**

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

#### **4.18 Evaluation of Qualifying Criteria**

Prior to Commercial opening, the MBOCWW Board shall determine whether each bid is (a) complete, (b) is accompanied by the required information and documents and (c) is



substantially responsive to the requirements set forth in the eTender document. Only those bidders, who fulfil all the qualifications mentioned in the section “qualification criteria” of the eTender, shall be eligible and qualified for further processing of evaluation.

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

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

#### 4.19 Evaluation Framework

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

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

The bidder shall submit a two set of sample Pre Printed Stationary (Registration Booklet, Information booklet/brochure, Receipt books, Registration form, Letter head Marathi/English, File cover, Meeting/conference folder, Meeting Pad, Voucher book, Writing pad, ID cards for Officers/Staff) mentioned under this eTender at the office of the Secretary/CEO MBOCWW Board, Kamgar Bhavan, 4<sup>th</sup> Floor, C-20, E Block, Opp. Reserve Bank, BKC, Bandra (E), and Mumbai - 400051.

#### 4.20 Commercial Bid Evaluation

Commercial envelope of only those bidders who are qualified in Technical Evaluation are found as per the specifications mentioned under this eTender shall be opened by the purchaser.



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

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

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

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

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

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

#### **4.21 Right to vary the scope of the work**

The MBOCWW board reserves right to vary the time schedule and quantities for the supply, delivery and distribution of the Pre Printed Stationary based on the further registration/renewal of the registered workers. The bidder shall undertake to supply, deliver and distribute the additional required quantities of the Pre Printed Stationary, 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.

#### **4.22 Notification of Award**

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

#### **4.23 Signing of Contract**

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

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

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

#### **4.24 Confidentiality of the Document**

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

#### **4.25 eTender Related Conditions**



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

The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage of eTendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the purchaser, the purchaser shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.

#### 4.26 Rejection Criteria

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

**a. General Rejection Criteria**

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





**b. Technical Rejection Criteria**

- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid
- Failure to furnish all information required by the eTender Document or submission of a bid not substantially responsive to the eTender Document in every respect
- Bidders not quoting for the complete scope of Work as indicated in the eTender documents, addendum (if any) and any subsequent information given to the Bidder
- Bidders not complying with the Technical and General Terms and conditions as stated in the eTender Documents
- The Bidder not confirming unconditional acceptance of full responsibility of providing services if the bid does not conform to the timelines indicated in the bid.

**c. Commercial Rejection Criteria**

- Incomplete Price Bid
- Price Bids that do not conform to the eTender'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

This eTender is for hiring agency for Supply, Delivery and Distribution of Pre Printed Stationary for District offices of Maharashtra Building and other Construction Workers Welfare Board in Maharashtra.

### 5.2 General Requirement

- The bidder shall supply, deliver and distribute the Pre Printed Stationary as per the directions of MBOCWW Board officials.
- The list of locations for distribution of Pre Printed stationary items is mentioned in subsequent section of the eTender Document.
- The selected agency shall be responsible for designing, composing, art work, page planning and printing of the customized formats for four colours and single colours offset/digital printing as per the requirements of the MBOCWW board.
- The bidder shall design and prepare draft copy of the Stationary formats mentioned in the tender document in consultation with the officials of the MBOCWW board.
- The bidder shall be responsible to coordinate with the authorized nodal officer of MBOCWW board during distribution of the Pre Printed Stationary. The concerned Government Labour Officer/officials authorized by MBOCWW board shall act as authorized Nodal officer at each district.
- The bidder shall distribute the Pre Printed Stationary to the concerned Government Labour Officer/officials of MBOCWW board as per the timelines and quantity mentioned in the work order and collect delivery receipt in writing for the same.
- The bidder shall submit such delivery receipts to the MBOCWW board head office at Mumbai.
- The delivery receipt format shall be provided by MBOCWW board at the time of issue of work order to the selected bidder.
- The bidder shall make its own arrangement for storage and transportation of the stationary items till distribution to respective district offices.
- MBOCWW board shall inform the quantity for each location to selected bidder along with the work order.



- The list of Pre Printed Stationary items and their indicative quantity is as follows:

Sr.	Item	Indicative Quantity
1	Registration Booklet	400,000
2	Information booklet/brochure	400,000
3	Receipt books	4,000
4	Registration form	400,000
5	Letter head Marathi/English	10
6	File cover	600
7	Meeting/Conference folder	700
8	Meeting Pad	400
9	Voucher book	10
10	Writing pad	100
11	ID cards for Officers/Staff	60

- All items supplied shall have good workmanship and finish.
- The quantity mentioned above is indicative.
- Bidder shall provide quantity in phases as per the work orders issued by the MBOCWW board during the contract period of 1 year.

### 5.3 Locations for distribution of the pre-printed stationary items

#	Office Address
1.	Secretary/CEO, MBOCWW Board Office of the Labour Commissioner, Kamgar Bhavan, E-Block, e-Block, C-20, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051
2.	Deputy Commissioner of Labour, Mumbai Suburb (PU) Office of the Labour Commissioner, Kamgar Bhavan, E-Block, e-Block, C-20, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051
3.	Deputy Commissioner of Labour, Mumbai Suburb (W) Office of the Labour Commissioner, Kamgar Bhavan, E-Block, e-Block, C-20, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051
4.	Deputy Commissioner of Labour. Office Complex Building, 6th Floor, On Labour Court, Mulund Checknaka Thane (W)
5.	Deputy Commissioner of Labour, Mumbai City,



#	Office Address
	Office of the Labour Commissioner, Kamgar Bhavan, E-Block, e-Block, C-20, Bandra-Kurla Complex, Bandra (East), Mumbai-400 051
6.	Assistant Commissioner of Labour, 1st floor Saivihar ,above Gurudev Hotel , Kalyan (West)
7.	Assistant Commissioner of Labour, 1st floor, Dreamland Apartment ,front of S T Depo, Bhiwandi-421302
8.	Deputy Commissioner of Labour, M I D C Karmachari Vasahat,Front of Sarovar hotel, Tarapur chitralya, Boisar, Taluka-Palghar, Dis.Thane 401504
9.	Deputy Commissioner of Labour Vishnharta Complex, Sector 1, Plot No. 7, Mumbai-Pune Old Road, Khanda Colony New Panvel (W) District Raigad- Panvel
10.	Assistant Labour Commissioner, 42/44, Parasamani, K.C. Jananagar, Maruti Temple, Ratnagiri, 415639
11.	Government Labour Officer, Sindhudurg C block, Sindhudurg city 4162120
12.	Additional Labour Commissioner, Nagpur 240, Bhosala Chamber, Civil Line, Nagpur 440 001
13.	Assistant Labour Commissioner, In front of the telecom department, the Court Road Camp, Amravati 444602
14.	Assistant Labour Commissioner, Old Income -Tax Chowk, Gorakh Road, Vaibhav Hotel Front, Akola 440001
15.	Assistant Labour Commissioner, In Front of new administrative building, Ground floor, near bus stand, Chandrapur
16.	Assistant Labour Commissioner, Vrundavan nivas,Takiya ward, Sai Mandir Road Bhandara, 441904
17.	Government Labour Officer, Govardhan Nagar, Tumsar district Tumsar, Bhandara 441912
18.	Assistant Labour Commissioner, J R Complex, 2nd Floor, Ansari Ward, Shree Talkies road, Gondia, 441601
19.	Government Labour Officer , Near Rathi Gas Agency, Rashtrabhasha Road, Rathi layout , Wardha-44200
20.	Government Labour Officer, Navin Prashaskiya Building, Collector Office, Hall No.2,2nd Floor, Yawatmal 445001
21.	Government Labour Officer, Navin Prashaskiya Building, front of S T stand ,Buldhana-443001
22.	Government Labour Officer, Jilhadhikari Complex, Barrect No.2,behind RTO office Gadchiroli, 442605
23.	Government Labour Officer,



#	Office Address
	Turke Complex, 1st floor, Pusad Naka, Washim 444505
24.	Additional Commissioner of Labour, Mumbai Pune road, Bungalow No.5, Opp. shopper stop, Shivaji Nagar, Pune-411005
25.	Assistant Labour Commissioner, Shasrahrjun Mangal office, 124, 1st floor, Siddheshwar peth, Solapur-413001
26.	Government Labour Officer, Shetkari Bhavan Building, Market yard, Barshi-413401
27.	Assistant Labour Commissioner , 579, E Vyapari peth, Shahupuri, Kolhapur - 416001
28.	Assistant Labour Commissioner , Udyog Bhavan, Vishram Baug, Back side of Tata compound, Sangali - 416416
29.	Assistant Labour Commissioner , Gramodhar, 168, Ravivar Peth, Powai Naka, Satara-415001
30.	Assistant Labour Commissioner , Front of S T Stand, Rajaram Stadium, Gate No.3, Ichalkaranji-416115
31.	Deputy Commissioner of Labour office, In front of S.T. Work Shop , Maljipur Near Pargaonkar Hospital Station Road, Aurangabad-431001
32.	Government Labour Office, Devganga Chambers, Sarojini Devi Road, Near C T M K School, Jalna-431203
33.	Government Labour Office, Darga Road, Azam Chowk, Parbhani-431001
34.	Government Labour Office, Near Police Superintendent bungalow D R T 10, Faltan, Hingoli-431513
35.	Assistant Commissioner of Labour Somesh Colony, Near Kala Mandir, Nanded-431601
36.	Government Labour Office, Near Nagar Parishad Office, Bashirjung, Beed-431122
37.	Assistant Commissioner of Labour Sononi Building, Tilak Nagar, Main Road, Latur-413512
38.	Government Labour Office, Samata Nagar, Gharad Building, 1st Floor, Osmanabad-413501
39.	Deputy Commissioner of Labour Udyog Bhavan, 4th Floor, Near I T I Signal , Satpur, Nashik-422007
40.	Government Labour Officer, Sugandh Bungalow, Back of L I C office , Camp Road, Malegaon-423203
41.	Assistant Commissioner of Labour , Rajendra Bhavan, Vivekananda Nagar, Jilha Peth, Jalgaon-425001
42.	Assistant Commissioner of Labour,



#	Office Address
	3rd floor, ,Above Loksatta office, Tathya Colony, Near Dr.Khalkar Hospital, Station Road, Ahmednagar-414001
43.	Government Labour Office, Agrawal Bhavan, Dalawala Building, Near old Jilhadhikari,Dhule-424001

The above is indicative list of the office address. The Bidder shall be responsible to distribute the stationary items across Maharashtra as per the directions of MBOCWW board.



## 5.4 Technical Specifications

The selected bidder shall provide the pre-printed stationary items as per the format approved by the MBOCWW board. Each pre-printed stationary items shall contain the MBOCWW Board's Logo printed on it.

### 5.4.1 Registration Booklet

Sr.	Details
1.	Size of booklet- A1 size
2.	No. of Pages – 5 Nos.
3.	Paper Type for Text – Maplitho printing paper of 70 GSM center pining
4.	Paper Type for Cover Paper - White Art Card of 80 GSM

### 5.4.2 Information booklet / brochure

Sr.	Details
1.	Size of booklet- A3 size with center pining
2.	No. of Pages – 30 pages
3.	Number of colours – Text and cover in 4 colours.
4.	Paper Type for Text - Maplitho printing paper of 70 GSM
5.	Paper Type for Cover Paper - White Art Card of 200 GSM

### 5.4.3 Receipt books

Sr.	Details
1.	Size of booklet- A4 size Landscape Orientation
2.	No. of Pages – 100 Nos.
3.	Number of colours – Single Colour
4.	Paper Type for Text - Maplitho Paper of 70 GSM with binding
5.	Paper Type for Cover Paper - Pad Form

### 5.4.4 Registration form

Sr.	Details
1.	Size of booklet- A4 size
2.	No. of Pages – 3 Pages
3.	Number of colours – Single Colour





Sr.	Details
4.	Paper Type for Text - Maplitho printing paper of 70 GSM

#### 5.4.5 Letter head Marathi/English

Sr.	Details
1.	Size of Paper - A4 size
2.	No. of Pages – 100 Pages
3.	Number of colours – Text in 4 colours.
4.	Paper Type for Text - Maplitho printing paper of 100 GSM
5.	Paper Type for Cover Paper - Pad Form

#### 5.4.6 File cover

Sr.	Details
1.	Size - Legal size
2.	No. of Pages – 2 Flap type file
3.	Number of colours – Any Colour
4.	MBOCWW Board Logo shall be printed on the cover

#### 5.4.7 Meeting/Conference folder

Sr.	Details
1.	Size – A4 W x H x D 360mm x 280mm x 40mm standard format
2.	Colour Black or Blue
3.	Material – PVC
4.	MBOCWW Board Logo shall be printed on the cover

#### 5.4.8 Meeting Pad

Sr.	Details
1.	Size – Height - 220 mm x Width - 140 mm
2.	No. of Pages – 40 Pages
3.	Number of colours – B/W two colours.
4.	Paper Type for Text - Maplitho printing paper of 70 GSM
5.	Paper Type for Cover Paper - Pad Form and Last page hardboard 180 GSM
6.	MBOCWW Board Logo shall be printed on the cover



#### 5.4.9 Voucher book

Sr.	Details
1.	Size 105mm x 187mm (+-5mm) 70 GSM
2.	No. of Pages – 100 Pages
3.	Number of colours – B/W two colours.
4.	Paper Type for Text - Maplitho printing paper of 80 GSM
5.	Paper Type for Cover Paper - Pad Form and Last page hard on board 180 GSM

#### 5.4.10 Writing Pad

Sr.	Details
1.	Size – 5 X 8 inches
2.	No. of Pages – 100 Pages
3.	Number of colours – B/W two colours.
4.	Paper Type for Text - Maplitho printing paper of 70 GSM
5.	Paper Type for Cover Paper - Pad Form and Last page hard on board 180 GSM
6.	MBOCWW Board Logo shall be printed on the cover

#### 5.4.11 ID Cards for Officers and Staff

Sr.	Details
1.	Size -- ID cards which will measure 3.375" x 2.125"
2.	ID card thickness shall be 30 mils
3.	Standard PVC cards
4.	Card Badges with J-Hook 35 length inch Blue Satin cord and 2CM Wide

## 6 Terms and Conditions

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



## 6.1 Interpretation

In this Contract unless a contrary intention is evident:

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

## 6.2 Key Performance Measurements

- Unless specified by the Purchaser to the contrary, the BIDDER shall carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work its specifications.
- If the Contract Specification include more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.



- The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

### 6.3 Commencement & Progress

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

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

### 6.4 BIDDER's Obligations

#### 6.4.1 Scope of Work

- The BIDDER's obligations shall include all the activities as specified by the Purchaser in the Scope of Work and other sections of the eTender and Contract and changes thereof to enable Purchaser to meet the objectives and operational requirements. It will be the BIDDER's responsibility to ensure the proper Space for



MBOCWWB in accordance with and in strict adherence to the terms of his Bid, the eTender and this Contract.

- The BIDDER shall fulfil any other obligations as mentioned in the eTender document.

#### 6.4.2 Confidentiality

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



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

#### 6.4.3 Ethics

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

#### 6.4.4 Corrupt or Fraudulent Practices

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

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

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence of public officials in contract execution; and



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

## 6.5 Purchaser’s Obligations

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

## 6.6 Events of Default by the BIDDER



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

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

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

## 6.7 Consequences of Default

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

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

## 6.8 Terminate the Contract in Full or Part





- Retain such amounts from the payment due and payable by the Purchaser to the BIDDER as may be required to offset any losses caused to the Purchaser as a result of such event of default and the BIDDER shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall effect the continued obligation of the BIDDER and BIDDER's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the BIDDER as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

## 6.9 Breach and Rectification

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

- If there is Breach which translates into default in providing Services by the BIDDER as per this Agreement or the SLA, continuously for more than one week, then the Purchaser will serve a seven days' notice for curing such Material Breach. In case the Material Breach continues after the notice period, the Purchaser will have the option to terminate the Agreement.
- Because time is the essence of the contract, in case, for reasons prima facie attributable to the BIDDER, there is a delay of more than 4 weeks by the BIDDER, the Purchaser may terminate this Agreement after affording a reasonable opportunity to the BIDDER to explain the circumstances leading to such a delay. Further, the Purchaser may also invoke the Performance Guarantee of the BIDDER. Pursuant to the termination, BIDDER shall transfer all the project related assets to Purchaser.



- Where a change of control of the BIDDER has occurred whereby the BIDDER has merged, amalgamated or been taken over, due to which the majority shareholding of the BIDDER has been transferred to another entity, the Purchaser can by a 60 days written notice, terminate this Agreement and such notice shall become effective at the end of the notice.

## 6.10 Protection and Liabilities

### 6.11 Third Party Claims

- BIDDER (the “Indemnifying Party”) undertakes to indemnify the Purchaser (the “Indemnified Party”) from and against all direct losses, claims or damages on account of bodily injury, death or damage to tangible personal property and otherwise caused by its negligence/ fraud/wilful misconduct, arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party’s performance or non-performance under this Agreement or the SLA.
- The indemnities shall be subject to the following conditions:
- The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise.
- The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
- If the Indemnifying Party does not assume full control over the defence of a claim, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;



- The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- All settlements of claims subject to indemnification will:
- Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim;
- Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- The Indemnified Party shall take legally permissible steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
- In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates;

## 6.12 Limitation of Liability

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

- Neither this Agreement nor the services delivered by BIDDER under this Agreement grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this Agreement, as the case may be.
- The liability of bidder(whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be



the payment of direct damages only which shall in no event in the aggregate exceed the Total Value of Project

- Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, the Purchaser shall not be liable to BIDDER for any indirect or consequential damages.
- Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
- The Purchaser shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.

## 6.13 Termination

### 6.14 Conditions for Termination

- The Purchaser may, terminate this Contract in whole or in part by giving the BIDDER a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
- Where the Purchaser is of the opinion that there has been such Event of Default on the part of the BIDDER / BIDDER's Team which would make it proper and necessary to terminate this Contract and may include failure on the part of the BIDDER to respect any of its commitments with regard to any part of its obligations under its Bid, the eTender or under this Contract.
- Where it comes to the Purchaser's attention that the BIDDER (or the BIDDER's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the BIDDER's Bid, the eTender or this Contract.
- Where the BIDDER's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the BIDDER, any failure by the BIDDER to



pay any of its dues to its creditors, the institution of any winding up proceedings against the BIDDER or the happening of any such events that are adverse to the commercial viability of the BIDDER. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.

- Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the BIDDER, without compensation to the BIDDER, if the BIDDER becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- In the event of termination of this Contract by the Purchaser before the expiry of the term, the BIDDER shall be given a period of 30 days to demobilize itself,
- The BIDDER may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice at least 1 months in advance indicating its intention to terminate the Contract.

### 6.15 Consequences of Termination

- In the event of termination of this Contract, [whether consequent to the stipulated Term of the Contract or otherwise the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the BIDDER shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/or the successor agency, as may be required, to take over the obligations of the erstwhile BIDDER in relation to the execution/continued execution of the scope of this Contract, even where such assistance is required to be rendered for a reasonable period that may extend beyond the contract term/ termination hereof.
- Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the BIDDER /BIDDER's Team or due to the fact that the



survival of the BIDDER as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser through re-determination of the consideration payable to the BIDDER as agreed mutually by Purchaser and BIDDER or through a third party acceptable to both parties may pay the BIDDER for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the BIDDER up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the BIDDER as may be required to offset any losses caused to the Purchaser as a result of the Termination or due to any act/omissions of the BIDDER. In case of any loss or damage due to default on the part of the BIDDER in performing any of its obligations with regard to executing the scope of work under this Contract, the BIDDER shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the BIDDER's manpower resources and/or all third parties appointed by the BIDDER shall continue to perform all their obligations and responsibilities as stipulated under this Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the BIDDER's Bid, the eTender and this Contract, in an identical manner as were being performed before the collapse of the BIDDER as described above in order to execute an effective transition and to maintain business continuity.

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

## 6.16 Dispute Resolution

- The office of the Purchaser and the BIDDER shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising



between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Purchaser and the BIDDER have been unable to resolve amicably a contract dispute, the matter will be referred to the Purchaser, and his decision will be final and binding on both the parties.

- If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.
- The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- The Arbitration proceedings shall be held in Mumbai, Maharashtra, India.
- The Arbitration proceeding shall be governed by the substantive laws of India.
- The proceedings of Arbitration shall be in English language.
- Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
- In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, Ministry of Law & Justice shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.





- If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.
- It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

### 6.17 Notice and Timing

- As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavours to agree to a timetable for routine audits in accordance with such agreed timetable and shall not be required to give the BIDDER any further notice of carrying out such audits.
- The Purchaser or its nominated agencies may conduct non-timetabled audits at its own discretion if they reasonably believe that such non-timetabled audits are necessary as a result of an act of fraud by the BIDDER, a security violation, or breach of confidentiality obligations by the BIDDER, provided that the requirement for such an audit is notified in writing to the BIDDER a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail, the reasons for the requirement and





the alleged facts on which the requirement is based. If the BIDDER considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure

- The frequency of audits shall be decided by the Purchaser
- In addition to the above, there will be audits conducted by statutory bodies (e.g. CAG) as and when they are required to do it. Notwithstanding any condition given in the contract, the BIDDER will have to provide these statutory bodies access to all the facilities, infrastructure, documents and artefacts of the Project as required by them and approved by purchaser, in writing.
- The audit and access rights contained shall survive the termination or expiration of the Agreement.

## 6.18 Access

- The BIDDER shall provide Purchaser access to employees, suppliers and third party facilities, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections.
- Purchaser shall have the right to copy and retain copies of any relevant records. The BIDDER shall co- operate with Purchaser in effecting the audits and providing necessary information.

## 6.19 Inspection Rights

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



- The compliance of the BIDDER with any other obligation under the contract and SLA.

## 6.20 Conditional offers by the Bidders

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

## 6.21 Address of Communication

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

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

## 6.22 Costs & Currency

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

## 6.23 Performance Bank Guarantee

- The performance bank guarantee of 3% of contract cost from a Nationalised Bank and must be valid for the period duration and 180 days beyond the project period. The proceeds of the performance bank guarantee shall be payable to the Purchaser as compensation for any loss / penalties / liquidated damages resulting from the bidders failure to complete its obligations under the contract. The performance guarantee shall be discharged by the Purchaser to the bidder after 6 months post the completion of contract.



- The BIDDER shall have to furnish a renewed Performance Bank Guarantee for an appropriate extended period in case the Purchaser decides to extend the contract period post the completion of the project duration.

### **6.24 Time Schedule for Supply, Delivery and Distribution**

Milestone	Period
Submission of Sample Proof Copy of Pre Printed Stationary to MBOCWW Head Office for verification	Within 7 days from issue of work order date
Supply, Delivery and Distribution of the Pre Printed Stationary at the District offices across Maharashtra as per the directions of MBOCWW board.	Within 15 days from the date of approval from MBOCWW

The MBOCWW board reserves right to vary the time schedule and quantities for the supply, delivery and distribution of the Pre Printed Stationary based on the further requirements.

The bidder shall undertake to supply, deliver and distribute the additional required quantities of the Pre Printed Stationary, if any, as and when directed by MBOCWW board as per the above mentioned time schedule Supply, Delivery and Distribution at the rates quoted by them under this eTender within a period of 1 year from the date of issue of work order.

### **6.25 Payment terms**

- The agency shall be eligible to receive remuneration in accordance with the Terms of Payments.
- The Agency shall submit invoices to the MBOCWW board along with the Delivery Receipts duly authenticated by Nodal officers authorized by MBOCWW Board.



- The payment shall be done as per actual basis, on the basis of quantity of the Pre Printed Stationary authenticated by Nodal officers authorized by MBOCWW Board
- MBOCWW board shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Agency where the Board disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. The disputed amount shall be settled in accordance with the procedure as set out in the eTender. Any exercise by the Board under this section shall not entitle the agency to delay or withhold the supply, delivery and distribution of the Pre Printed Stationary.
- 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.

## 6.26 Indemnity

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

## 6.27 Publicity

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

## 6.28 Right to Accept Any Bid and to Reject Any or All Bids

Purchaser, reserves the right to accept or reject any Bid, and to annul the eTendering process and reject all eTender at any time prior to award of control, without thereby



incurring any liability to the affected BIDDER(s) or any obligation to inform the affected BIDDER(s) of the grounds for the Purchaser's action.

### 6.29 Risk Purchase Clause

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

### 6.30 Fall Clause:

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

### 6.31 Other Conditions

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



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

### 6.32 General

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

### 6.33 Survival

The provisions of the clauses of this Contract in relation to documents, data, processes, property, indemnity, publicity and confidentiality and ownership survive the expiry or



termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the BIDDER of its release from those obligations.

### 6.34 Entire Contract

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

### 6.35 Governing Law

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

### 6.36 Jurisdiction of Courts

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

### 6.37 Force Majeure

- Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the eTender. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred.

In such an event, the affected party shall inform the other party in writing within five



days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the BIDDER/ BIDDER's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

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





solution to the problem. Notwithstanding above, the decision of the MBOCWWB, shall be final and binding on the BIDDER.

### 6.38 Conditions precedent

- Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, the Purchaser may at any time at its sole discretion waive fully or partially any of the Conditions Precedents for the BIDDER:
- The following Conditions Precedent need to be fulfilled by the BIDDER on or before the execution of this Agreement:
  - Provide Performance Bank Guarantee specified in this eTender
  - Provide Purchaser true copies of its constitutional documents and Purchaser resolutions authorizing the execution, delivery and performance of this Agreement and the SLA with Board;

### 6.39 Non-Fulfilment of Conditions Precedent

- In the event that any of the Conditions Precedent relating to BIDDER has not been fulfilled, as per the Implementation Schedule and the same has not been waived by Purchaser fully or partially, this Agreement shall cease to have any effect as of that date.
- In the event that the Agreement fails to come into effect on account of nonfulfillment of the BIDDER's Conditions Precedent with regards to implementation schedule, Purchaser shall not be liable in any manner whatsoever to the BIDDER and Purchaser shall forthwith invoke the Performance Guarantee and forfeit the guaranteed amount.
- In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the BIDDER prior to the fulfilment in full of the Conditions Precedent, upon the termination of this Agreement such Project facilities and Project data shall immediately revert to purchaser free and clear from any encumbrances or claims.



- Instead of terminating this Agreement as stated above, the Parties may mutually agree in writing to extend the time for fulfilling the Conditions Precedent and the Term of this Agreement. It is further clarified that any such extension of time shall be subject to imposition of penalties on BIDDER linked to the delay in fulfilling the Conditions Precedent.

## 6.40 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

{BIDDER}

Signed  
For and on behalf of the  
Purchaser

Signed  
For and on behalf of the  
(Organization name)

By: (Signature)

By: (Signature)



(Name and designation)

(Name and designation)

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

## 7 SLA (Service Level Agreement)

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

### 7.1 Penalties

#	Services	Parameter	Penalty
1	Adherence to delivery timelines	Adherence to timelines as defined in the delivery timelines in this eTender.	a sum equivalent to half percent of the price of the undelivered stores at the stipulated rate for each week or part thereof during which the delivery of such stores may be delayed
2	Replacement of defective items within 10 working days	Adherence to specifications of the eTender	Rs. 1,000 per additional day of delay



#	Services	Parameter	Penalty
			If the delay exceed more than 10 days, MBOCWW may decide to invoke breach clause

- 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 contract 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



## 8 Annexure I: Format for Technical Bid

### 8.1 Form 1: Covering Letter for Technical Bid

< On company Letter head >

Date: dd/mm/yyyy

To,

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

**Reference: eTender for Supply, Delivery and Distribution of Pre Printed Stationary for District offices of Maharashtra Building and other Construction Workers Welfare Board in Maharashtra <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>**

Sir/ Madam,

We hereby offer to Supply, Deliver and Distribute Pre Printed Stationary for District offices of Maharashtra Building and other Construction Workers Welfare Board in Maharashtra as specified in this eTender at the prices specified in the commercial bid.

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

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



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

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



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

Signature of Authorised Signatory (with official seal) & Date

**Name** :

**Designation** :

**Address** :

**Telephone** :

**Fax** :

**E-mail address** :



**8.2 Form 2: Technical Bid checklist**

PQ No.	Pre-Qualification Requirements	Documents to be submitted	Checklist (Yes/No)
9.	<p>The bidder should be a Company registered in India under the Companies Act 1956 or 2013 with their registered office in India.</p> <p>OR</p> <p>The Bidder shall be a partnership firm and should be registered under Partnership Act, 1932 in India since last 3 years.</p> <p>OR</p> <p>The Bidder shall be a Sole Proprietorship with valid Certificate/License issued by Municipal authorities under Shop and Establishment Act.</p>	Copy of Certificate of Incorporation/Registration.	
		Copy of valid Certificate/License issued by Municipal authorities under Shop and Establishment Act	
		Copy of PAN Card	
		Copy of GST Registration	
10.	The bidder should have minimum average annual turnover of INR Rs. 70 Lacs in last three financial years (FY 2014-2015, 2015-2016, 2016-2017) as on last date of submission.	Copy of the audited Profit & Loss Statement of the company duly certified by statutory auditor/chartered accountant & CA Certificate clearly citing the average annual turnover for last 3 financial years (FY 2014-2015, 2015-2016, 2016-2017)	
11.	The bidder should have positive net worth in last 1 years (FY 16-17) as on the last date of bid submission	Copy of the audited Profit & Loss Statement of the company duly certified by statutory auditor/chartered accountant	
12.	The bidder should have experience of at least 1 work order of supply, delivery and distribution of Stationary items each of value not less than INR 1.80 Crores in Government (State/Central) / Semi Government/ Corporation in India in the last 5	Work order + Completion Certificates from the client;	



PQ No.	Pre-Qualification Requirements	Documents to be submitted	Checklist (Yes/No)
	financial years as on bid submission date.  OR  The bidder should have experience of at least 2 work orders of supply, delivery and distribution of Stationary items each of value not less than INR Rs. 1.10 Crores in Government (State/Central) / Semi Government/ Corporation in India in the last 5 financial years as on bid submission date  OR  The bidder should have experience of at least 3 work orders of supply, delivery and distribution of Stationary items each of value not less than INR 0.90 Crores in Government (State/Central) / Semi Government/ Corporation in India in the last 5 financial years as on bid submission date.		
13.	The bidder should have valid ISO 9001 certificate as on bid submission date.	Copy of valid certificate	
14.	The bidder should not be debarred/blacklisted 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	
15.	The bidder should have office in Maharashtra as on date of submission of the Bid.	Valid documentary proof of office address located in Maharashtra	
16.	The bidder should have GST registration certificate as on last date of submission	Copy of GST registration certificate	

**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** :



### 8.3 Form 3: Compliance checklist

Sr. No.	Item Description	Make / Brand	Material Supplier (Name of Manufacturer)	Compliance (Yes/No)
1	Registration Booklet			
2	Information booklet/brochure			
3	Receipt books			
4	Registration form			
5	Letter head Marathi/English			
6	File cover			
7	Meeting/Conference folder			
8	Meeting Pad			
9	Voucher book			
10	Writing pad			
11	ID cards for Officers/Staff			

**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** :



## 8.4 Form 4: General Profile of the bidder

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

#	Particulars	Bidder
1	Name of the Organization	
2	Type of Organization	
3	Country of Registered Office	
4	Address of Registered Office with Telephone Nos., Fax, E-mail and website	
5	Address of Office in Maharashtra (Mumbai) with Telephone Nos., Fax, E-mail and website	
6	Company Registration Details	
7	Date of Incorporation (with document evidence for Certificate of Incorporation)	
8	GST Registration Number (with document evidence)	
9	PAN NO (with documental evidence)	
10	Turn over for last three years (Audited Annual Accounts and Annual Reports of three accounting years to be submitted)	
11	No. of years of Operation in India	

Signature of Authorised Signatory (with official seal) & Date

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



## 8.5 Form 5: Project Details

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

#	Name,Address and Phone No. of client	Brief project details	Period/ Date of contract and tenure	Total Value of the Contract

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

Signature of Authorised Signatory (with official seal) & Date

**Name** :

**Designation** :

**Address** :

**Telephone** :

**Fax** :

**E-mail address** :

## 8.6 Form 6: Certifications as per the Technical Qualification criteria

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



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

**Note:** Please upload the copies of the certificates

Signature of Authorised Signatory (with official seal) & Date

**Name** :

**Designation** :

**Address** :

**Telephone** :

**Fax** :

**E-mail address** :



## 8.7 Form 8: Financial Capability

<On the letterhead of the Chartered Accountant >

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

Date: dd/mm/yyyy

To,

Secretary/ CEO, MBOCWWB,

Kamgar Bhavan, E-Block, C-20,

Banda-Kurla Complex, Bandra(E),

Mumbai – 400 051

**Reference: eTender for Supply, Delivery and Distribution of Pre Printed Stationary for District offices of Maharashtra Building and other Construction Workers Welfare Board in Maharashtra <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>**

Sir/ Madam,

We have examined the books of accounts and other relevant records of <<Bidder>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover, Profit before Tax and Profit after tax for the three years i.e. from FY 2014-15 to FY 2016-17 was as per details given below:

Information from Balance Sheets (in Indian Rupees)			
Section No.	2014-2015	2015-2016	2016-2017
Annual Turnover			
Profit Before Tax			
Profit After Tax			





(Signature of the Chartered Accountant)

Name :

Designation :

Membership Number :

Date :

Company Seal :

Business Address :

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



<b>Name</b>	
<b>Designation</b>	
<b>Address</b>	
<b>Mobile No</b>	
<b>Telephone</b>	
<b>Fax</b>	
<b>E-mail address</b>	

Signature of Authorised Signatory (with official seal) & Date

**Name** :

**Designation** :

**Address** :

**Telephone** :

**Fax** :

**E-mail address** :



## 8.9 Form 10: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted

<<On the letterhead of the Bidding Organization>>

Date: dd/mm/yyyy

To,

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

**Reference: eTender for Supply, Delivery and Distribution of Pre Printed Stationary for District offices of Maharashtra Building and other Construction Workers Welfare Board in Maharashtra <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>**

**Subject: Declaration 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.

Thanking you,

Yours faithfully



Signature of Authorised Signatory (with official seal) & Date

**Name :**

**Designation :**

**Address :**

**Telephone :**

**Fax :**

**E-mail address :**



## 8.10 Form 11: Format for Performance Bank Guarantee

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

Date .....

Bank Guarantee No: .....

Amount of Guarantee.....

Guarantee Period: ..... From ..... to .....

Guarantee Expiry Date: .....

Last date of Lodgement.....

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

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



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

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

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

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

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



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

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

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

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

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

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

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

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



Date :

Bank :

Corporate Seal of the Bank

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





## 8.11 Format 12: Undertaking of “No Conflict of interest”

<< On company Letter head >

Date: dd/mm/yyyy

To,

Secretary/ CEO, MBOCWWB,

Kamgar Bhavan, E-Block, C-20,

Banda-Kurla Complex, Bandra(E),

Mumbai – 400 051

**Reference: eTender for Supply, Delivery and Distribution of Pre Printed Stationary for District offices of Maharashtra Building and other Construction Workers Welfare Board in Maharashtra <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>**

Sir/ Madam,

We hereby offer to Supply, Deliver and Distribute Pre Printed Stationary for District offices of Maharashtra Building and other Construction Workers Welfare Board in Maharashtra as specified in this eTender at the prices specified in the commercial bid.

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

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



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

Sincerely,

Signature of Authorised Signatory (with official seal) & Date

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



## 9 Annexure II: Format for Commercial Bid

### 9.1 Commercial Bid Letter

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

Sir/ Madam,

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

**Reference: eTender for Supply, Delivery and Distribution of Pre Printed Stationary for District offices of Maharashtra Building and other Construction Workers Welfare Board in Maharashtra <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>**

We, the undersigned Bidder, having read and examined in detail all the eTender documents in respect of Supply, Delivery and Distribution of Pre Printed Stationary for District offices of Maharashtra Building and other Construction Workers Welfare Board in Maharashtra as specified in the eTender documents number <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

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



## PRICE AND VALIDITY

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

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

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

## UNIT RATES

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

## EARNEST MONEY DEPOSIT (EMD)

We have included the scanned copy of the physical instrument of the EMD along with the Technical Bid bearing value Rs. 2,00,000 ( Rupees Two Lakhs Only ). This EMD is liable



to be forfeited in accordance with the provisions of the terms and conditions of this eTender

## TENDER PRICING

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

## QUALIFYING DATA

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

## BID PRICE

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

## Contract Security Bond

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

## CONTRACT PERFORMANCE GUARANTEE BOND

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

*Supply, Delivery and Distribution of Pre Printed Stationary for Maharashtra Building and other Construction Workers Welfare Board*



that our eTender is made in good faith, without collusion or fraud and the information contained in the eTender is true and correct to the best of our knowledge and belief. We understand that our eTender is binding on us and that you are not bound to accept an eTender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully, (Signature of the  
Bidder) Printed Name  
Designation  
Seal.

Date:

Place:

Business Address:



## 9.2 Commercial Bid formats

< On company Letter head >

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

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

#	Pre Printed Stationary	Indicative Quantity	Unit Rate (Rs.)	GST (%)	GST (Rs.)	Total (Rs)
A	B	C	D	E	F = DxE	G=(D+F)XC
1	Registration Booklet	400,000				
2	Information booklet/brochure	400,000				
3	Receipt books	4,000				
4	Registration form	400,000				
5	Letter head Marathi/English	10				
6	File cover	600				
7	Meeting/Conference folder	700				
8	Meeting Pad	400				
9	Voucher book	10				
10	Writing pad	100				
11	ID cards for Officers/Staff	60				
<b>Grand total Commercial bid per Pre Printed Stationary in Numbers ("GT")</b>						

Supply, Delivery and Distribution of Pre Printed Stationary for Maharashtra Building and other Construction Workers Welfare Board



#	Pre Printed Stationary	Indicative Quantity	Unit Rate (Rs.)	GST (%)	GST (Rs.)	Total (Rs)
Rate per Pre Printed Stationary In Words:						

**Note:**

- The bidder with lowest cost submitted (L1 rate) shall be decided on the basis of Total Commercial Quote of the Bidder ("GT") quoted above.
- In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered.
- For any other calculation/ summation error etc. the bid may be rejected.
- Commercial Quote of the Bidder shall be including GST or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rate. Tax structure on the payment shall be applicable based on government notification at the time of submission of invoice.
- Commercial Quote of the Bidder shall be including all freight, transportation, packaging, forwarding, handling, Boarding, Travelling, Lodging and other related items under this eTender.
- The MBOCWW Board reserves the right to reject/accept any or all the eTenders in full or part without assigning any reasons and the decision of the MBOCWW Board shall be final and is binding on all concerned. No appeal against the decision of the MBOCWW Board shall be entertained.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation





Seal.

Date:

Place:

Business Address:

## 10 Annexure III:

## 10.1 Registration Form Format

# महाराष्ट्र इमारत व इतर बांधकाम कामगार कल्याणकारी मंडळ, मुंबई.

नोंदणी क्र.

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नमुना पाच

[ पहा नियम ३३ (१)]

लाभार्थी म्हणून नोंदणीसाठी अर्ज

अर्जदाराचा फोटो

१. अर्जदाराचे संपूर्ण नाव

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२. अर्जदाराचा स्थानिक पत्ता

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पिन कोड :

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३. अर्जदाराचा मोबाईल नंबर (असल्यास)

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४. जन्मतारीख

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वय: .....

५. लिंग

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पुरुष

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/ स्त्री

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६. वैवाहिक स्थिती .

:

विवाहित

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/ अविवाहित

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७. आधार कार्ड क्र./निवडणूक ओळखपत्र क्र

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८. कामाचे स्वरूप

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९. सध्याच्या नियोक्याचे नाव व पत्ता

:



१०. कुटुंबिक तपशिल:

अ.क्र.	कुटुंबातील व्यक्तींची नावे	वय	जन्मतारीख	अर्जदाराशी नाते	व्यवसाय	शिक्षण
१.						
२.						
३.						
४.						
५.						

११. नामनिर्देशन : माझ्या पाश्चात्त मला देय असलेली रक्कम ज्या व्यक्तीला द्यावयाची आहे, त्या व्यक्तीचा तपशील (कुटुंबातील व्यक्तिपैकीच)

अ.क्र.	व्यक्तिचे नाव	अर्जदाराशी नाते	वय

१२. अर्जदाराच्या बँक खात्याचा तपशिल :

अ.क्र.	बँकेचे नाव	पत्ता	शाखेचे नाव	खाते क्र.	IFSC Code No.

मी, याद्वारे घोषित करतो/ करते की, वरील संपूर्ण माहिती सत्य असून ती खोटी आढळल्यास मी कायदेशीर कारवाईस पात्र असेन.

ठिकाण: .....

दिनांक: / / २०

अर्जदाराची सही/ अंगठा

केवळ कार्यालयीन उपयोगाकरीता

ठिकाण : .....

दिनांक : / / २०

मिळालेले शुल्क रुपये.....

अर्ज स्विकारला/नाकारला

नोंदणी अधिका-याची सही व पदनाम



बांधकाम कामगार म्हणून नोंदणी करण्यासाठी आवश्यक असलेले कागदपत्रे

- १) वयाबाबतचा पुरावा
- २) मागील वर्षभरात ९० किंवा अधिक दिवस काम केल्याचे प्रमाणपत्र.
- ३) पासपोर्ट आकारातील ३ रंगीत फोटो.
- ४) रहिवासी पुरावा (Address Proof)
- ५) फोटो आयडी पुरावा
- ६) बँक पासबुकची झेरॉक्स